



AMENDED

**PARK CITY COUNCIL MEETING
SUMMIT COUNTY, UTAH
January 4, 2018**

PUBLIC NOTICE IS HEREBY GIVEN that the City Council of Park City, Utah will hold its regularly scheduled meeting at the Marsac Municipal Building, City Council Chambers, 445 Marsac Avenue, Park City, Utah for the purposes and at the times as described below on Thursday, January 4, 2018.

CLOSED SESSION

2:45 p.m. To Discuss Property, Personnel and Litigation

WORK SESSION

4:15 p.m. Council Questions and Comments

4:30 p.m. – Short Term Rental Market Assessment **PAGE 7**

5:00 p.m. – Joint Discussion with Planning Commission Members-Treasure Hill Conditional Use Permit: Creole Gulch and Town Lift Mid-Station Sites — PL-08-00370 **PAGE 36**

REGULAR MEETING

6:00 p.m.

I. ROLL CALL

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Staff Communications Report:

- Reading to End Racism **PAGE 37**

III. PUBLIC INPUT (*ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA*)

IV. CONSIDERATION OF MINUTES

Consideration to Approve the City Council Meeting Minutes from December 7, 9, and 11, 2017 **PAGE 39**

V. CONSENT AGENDA

1. Request to Authorize the City Manager to Enter into a Service Agreement, in a Form Approved by the City Attorney with Summit County, Adding Summit County to Park City's

Existing Contract for Emergency Mass Notification System (EMNS) Services and to Amend the Everbridge Agreement to Include Summit County Services **PAGE 55**

2. Request to Authorize the City Manager to Enter into an Amendment to the Contract for Software Maintenance with Neubrain Development in a Form Approved by the City Attorney in the Amount of \$19,423.00 for a Total Contract of \$103,023.00 **PAGE 87**

3. Request to Authorize the City Manager to Execute a Professional Services Agreement, in a Form Approved by the City Attorney, with AECOM for the Unidirectional Flushing Program Update Project in an Amount of \$65,094.00 **PAGE 92**

4. Request to Authorize the City Manager to Execute Amendment No. 1, Interlocal Agreement Regarding Bus Service Between Park City Municipal, Summit County and the Utah Transit Authority, in a Form Approved by the City Attorney, for a Change in Service Levels and an Increase to the Current Contract Amount of \$240,000.00 **PAGE 97**

5. Request to Approve the Following Special Event Temporary Alcoholic Beverage License Applications for Operation During the 2018 Sundance Film Festival: **PAGE 120**

Applicant Name	Location Address
To Be Approved	
**Grappa ** (late)	151 Main Street
Church & State Spirits/You Tube (late)	628 Park Avenue
Monore Men's by Cake (late)	511 Main Street
Applied on time, but not included in 12/21 staff report	
PMC-IndieWire	625 Main Street
Previously Approved	
Applicant Name	Location Address
Sundance Institue/The Shop (week 1)	1167 Woodside Avenue
Sundance Institue/The Shop (week 2)	1167 Woodside Avenue
Top Shelf Services/ TAO @ the Yard	1251 Kearns Blvd
Top Shelf Services/New Frontier (wk 1)	1401 Kearns Blvd
Top Shelf Services/New Frontier (wk 2)	1401 Kearns Blvd
Sundance Institute (week 1)	1895 Sidewinder
Sundance Institute (week 2)	1895 Sidewinder
Slamdance	255 Main Street
Durkin Entertainment	255 Main Street
Done to Your Taste	260 Main Street
Done to Your Taste	260 Main Street
Done to Your Taste	260 Main Street
Done to Your Taste	268 Main Street
Done to Your Taste	268 Main Street
Done to Your Taste	268 Main Street

Brilliant Consulting/Amazon Video Direct Lounge	301 Main Street
Movie Media Group/Beyond Cinema (wk 1)	305 Main Street
Movie Media Group/Beyond Cinema (wk 2)	305 Main Street
Legion M	322 Main Street
Egyptian Theater	328 Main Street
Alfwear /dba Kuhl	333 Main Street
Brilliant Consulting/Stella Lounge	364 Main Street
Utah Film Studios (wk 1)	4001 Kearns Blvd
Utah Film Studios (wk 2)	4001 Kearns Blvd
Chefdance	427 Main Street
Park City Film Council	436 Main Street
Brilliant Consulting/Grey Goose Blue Door	449 Main Street
Top Shelf Services/ Acura (wk 1)	475 Swede Alley
Top Shelf Services/ Acura (wk 2)	475 Swede Alley
Top Shelf Services/ Dell	528 Main Street
Top Shelf Services/Intel Studio	558 Main Street
Top Shelf Services/IMDB	570 Main Street
Top Shelf Services/ ASCAP (wk 1)	573 Main Street
Top Shelf Services/ ASCAP (wk 2)	573 Main Street
Sundance Institute (wk 1)	573 Main (3rd floor)
Sundance Institute (wk 2)	573 Main (3rd floor)
Brilliant Consulting/CAA House	573 Main 2nd Floor
Brilliant Consulting/Chase Sapphire	573 Main Street
Top Shelf Services/Vulture Studio/NY Magazine	591 Main Street
Canon Creative Studio/Lux Le Croissant	592 Main Street
Utah Film Commission/Park City Film Series	625 Main Street
The Collective Hand/ YouTube	628 Park Ave
Top Shelf Services/ iTunes Movie House (wk 1)	657 Park Ave
Top Shelf Services/ iTunes Movie House (wk 2)	657 Park Ave
DC Berridge, LLC/AT&T	660 Main Street
Precious Entertainment	738 Main Street
ASCAP Music Café (wk 1)	751 Main Street
ASCAP Music Café (wk 2)	751 Main Street
A-List Communications	890 Main Street

6. Request to Approve the Following Type 2 Convention Sales License (CSL)
Applications for Operation During the 2018 Sundance Film Festival: **PAGE 126**

Applicant Name	Location Address
To Be Approved	

Brilliant Consulting/Amazon	301 Main Street
NVE	408 Main Street
Twitter	408 Main Street
Pizza Hut/RQ Agency	625 Main Street
Peet's Operating Company/Peet's Coffee	591 Main Street
Rudsack	591 Main Street
Turner Broadcasting System	591 Main Street
Park City Film Series	436 Main Street
Team Epiphany	540 Main Street
Sharing Box, Inc.	540 Main Street
HBO	540 Main Street
Previously Approved	
Carl Zeiss	625 Main (Downstairs)
MACRO	625 Main (Downstairs)
Slamdance	255 Main Street
Movie Media Group/Beyond Cinema	305 Main Street
Montana Film Office	305 Main Street
Arizona Film Office	305 Main Street
Savannah Film Office	305 Main Street
Oklahoma Music & Film Office	305 Main Street
Miami Dade Cultural Office	305 Main Street
Maine Film Office	305 Main Street
Texas Film Office	305 Main Street
Idaho Filmmakers Coalition	305 Main Street
Buffalo, NY Film Production	305 Main Street
New York Magazine/The Vulture Spot	591 Main Street
Calii Love Inc.	900 Main Street
NVE Inc	692 Main Street
The Hollywood Reporter	692 Main Street
Precious Entertainment	738 Main Street
RAADD-Recording Artists Against Drunk Driving	738 Main Street
The Sunshine Company	540 Main Street
A & E Networks	540 Main Street
PMC-IndieWire	625 Main Street
Deadline Studio/Lucy Stepp	900 Main Street
Screen Vision	900 Main Street

VI. OLD BUSINESS

1. Consideration to Approve Resolution 01-2018, a Resolution Adopting a Citywide Complete Streets Policy for Park City Municipal Corporation of Summit County, Utah **PAGE 134**

(A) Public Input (B) Action

2. Consideration to Approve Ordinance 2018-01, an Ordinance Approving the Goldener Hirsch Condominiums Plat Located at 7520 Royal Street East **PAGE 156**

(A) Public Hearing (B) Action

VII. NEW BUSINESS

1. Consideration to Approve Resolution 02-2018, a Resolution Declaring February 2018 as Children's Dental Health Month **PAGE 199**

(A) Public Input (B) Action

2. Consideration to Approve Ordinance 2018-02, an Ordinance Approving the 2018 Meeting Schedule for City Council **PAGE 202**

(A) Public Input (B) Action

3. Consideration to Approve Ordinance 2018-03, an Ordinance Approving the Central Park City Condominiums Plat Located at 1893 Prospector Avenue **PAGE 204**

(A) Public Hearing (B) Action

4. Consideration to Authorize the City Manager to Approve the Second Addendum to the Construction Manager at Risk (CMAR) Agreement with New Star Construction, Inc. in an Amount Not to Exceed \$4,923,910.55 **PAGE 227**

(A) Public Hearing (B) Action

VIII. ADJOURNMENT

IX. PARK CITY REDEVELOPMENT AGENCY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve the 2018 Meeting Schedule for Redevelopment Agency **PAGE 236**

(A) Public Input (B) Action

IV. ADJOURNMENT

X. PARK CITY MUNICIPAL BUILDING AUTHORITY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve the 2018 Meeting Schedule for Municipal Building Authority

PAGE 239

(A) Public Input (B) Action

IV. ADJOURNMENT

XI. PARK CITY WATER SERVICE DISTRICT MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve the 2018 Meeting Schedule for Water Service District Meeting **PAGE 242**

(A) Public Input (B) Action

IV. ADJOURNMENT

XII. PARK CITY HOUSING AUTHORITY MEETING

I. ROLL CALL

II. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

III. NEW BUSINESS

1. Consideration to Approve the 2018 Meeting Schedule for the Housing Authority **PAGE 245**

(A) Public Input (B) Action

IV. ADJOURNMENT

A majority of City Council members may meet socially after the meeting. If so, the location will be announced by the Mayor. City business will not be conducted. Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting. Wireless internet service is available in the Marsac Building on Wednesdays and Thursdays from 4:00 p.m. to 9:00 p.m.

Posted: See: www.parkcity.org

***Parking validations will be provided for Council meeting attendees that park in the China Bridge parking structure.**



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

- The expansion and proliferation of the short term online rental market has continued to increase its market share and impacts on local housing market around the world and around U.S.
- In particular, the online short term rental market has had pervasive impacts on resort communities, both positive and negative.
- Other mountain resort communities around the country, as well as large cities, have been trying to better understand the impacts and mitigate when possible.
- Several U.S. States have chosen to altogether prohibit local jurisdictions from regulating short term rentals; very similar to our inability to regulate Transportation Network Companies (TNCs) (Uber, Lyft, etc.).
- PCMC has, in collaboration with other Utah cities and towns and the Utah League of Cities and Towns (ULCT), thus far been successful in convincing the Utah State Legislature to maintain local control and authority over the regulations that govern short term rentals (under the general premise that each community is different).
- PCMC currently allows short term rentals (inspected by the Building Department for safety and licensed by the Finance Department by a business license) in the vast majority of the City.
- Despite the allowance for short term rentals in most of PCMC, a cursory online search indicates that many properties are likely unlicensed, and even more so if you look outside of the PCMC boundaries (greater Summit Co.).
- Despite searching online and identifying a short term rental within PCMC that is not licensed, the State Legislature recently enacted a law prohibits any city or town in Utah from citing the property owner for the act of advertising an online rental (in other words, a city/town would have to identify AND catch a property in the act of renting, etc.).
- For years, staff and Council have sought additional information to better assess the growing industry and its trends, ensure safety and conformance with local licensing, and what might be done to mitigate their impacts.

Respectfully:

Matt Dias, Asst City Manager



City Council Staff Report

Subject: Short Term Rental Update
Author: Brumby McLeod & Matthew Dias
Department: Executive
Date: January 4, 2017
Type of Item: Informational

Summary Recommendation

Review the short term rental market assessment, conducted by Brumby McLeod, and procured for, and funded by, the Park City Chamber & Visitors Bureau, Summit County, and Park City Municipal Corporation. After review, provide input and further direction in regard to additional research opportunities and/or associated policy direction.

Executive Summary

- The expansion and proliferation of the short term online rental market has continued to increase its market share and impacts on local housing market around the world and around U.S.
- In particular, the online short term rental market has had pervasive impacts on resort communities, both positive and negative.
- Other mountain resort communities around the country, as well as large cities, have been trying to better understand the impacts and mitigate when possible.
- Several U.S. States have chosen to altogether prohibit local jurisdictions from regulating short term rentals; very similar to our inability to regulate Transportation Network Companies (TNCs) (Uber, Lyft, etc.).
- PCMC has, in collaboration with other Utah cities and towns and the Utah League of Cities and Towns (ULCT), thus far been successful in convincing the Utah State Legislature to maintain local control and authority over the regulations that govern short term rentals (under the general premise that each community is different).
- PCMC currently allows short term rentals (inspected by the Building Department for safety and licensed by the Finance Department by a business license) in the vast majority of the City.
- Despite the allowance for short term rentals in most of PCMC, a cursory online search indicates that many properties are likely unlicensed, and even more so if you look outside of the PCMC boundaries (greater Summit Co.).
- Despite searching online and identifying a short term rental within PCMC that is not licensed, the State Legislature recently enacted a law that prohibits any city or town in Utah from citing the property owner for the act of advertising an online rental (in other words, a city/town would have to identify AND catch a property in the act of renting, etc.) in order to site the property. Nothing prevents PCMC from sending advisory notices
- For years, staff and Council have sought additional information to better assess the growing industry and its trends, ensure safety and conformance with local licensing, and what might be done to mitigate their impacts.

Acronyms

- Park City Municipal Corporation (PCMC)
- Transportation Network Company (TNC)

The Problem

- For several years, PCMC and resort communities across the U.S. have been dealing with the impacts of the growth of the short term rental market.
- Brumby McLeod will provide a market assessment of PCMC and greater Park City.

Background

- Brumby McLeod is an expert on tourism and lodging industries from the College of Charleston, South Carolina.
- Brumby has studied both mountain and beach resort communities in regard to the growth of short term rental markets, including a year sabbatical in Park City working with the Chamber.
- The short term rental market assessment, conducted by Brumby McLeod, has been procured for, and funded by, the Park City Chamber & Visitors Bureau, Summit County, and PCMC.

Alternatives for City Council to Consider

Recommended Alternative: Review the short term rental market assessment, conducted by Brumby McLeod, and procured for, and funded by, the Park City Chamber & Visitors Bureau, Summit County, and PCMC. After review, provide input and further direction in regard to additional research opportunities and/or associated policy direction.

Null Alternative: No further action is necessary

Cons: lack of understanding the online short term rental market could render PCMC behind other competitive tourism destinations, as well as not take advantage of potential mitigation methodologies.

Analysis

See PowerPoint provided by Brumby McLeod

Department Review

Executive and Legal Departments

Attachments

- Attachment A = Powerpoint (PDF)
- Attachment B = Outside Magazine Article (PDF)
- Attachment C = <http://www.latimes.com/local/lanow/la-me-ln-sf-results-airbnb-ballot-measure-20151103-story.html>
- Attachment D = 2017 Utah Legislation
<https://le.utah.gov/~2017/bills/static/HB0253.html>

DestiMetrics

INNTOPIA

RESORT INTELLIGENCE

Short Term Rental Market Assessment

Summit County | Park City Municipal Corporation |
Park City Chamber Convention & Visitors Bureau

Prepared and Presented by:
Brumby McLeod, Ph. D

Presentation Overview

1. Introduction
2. Sabbatical Research Study
3. A Housing Mix Approach
4. Summit County | Park City | Chamber Study
5. Preliminary Findings

College of Charleston (Charleston, SC)

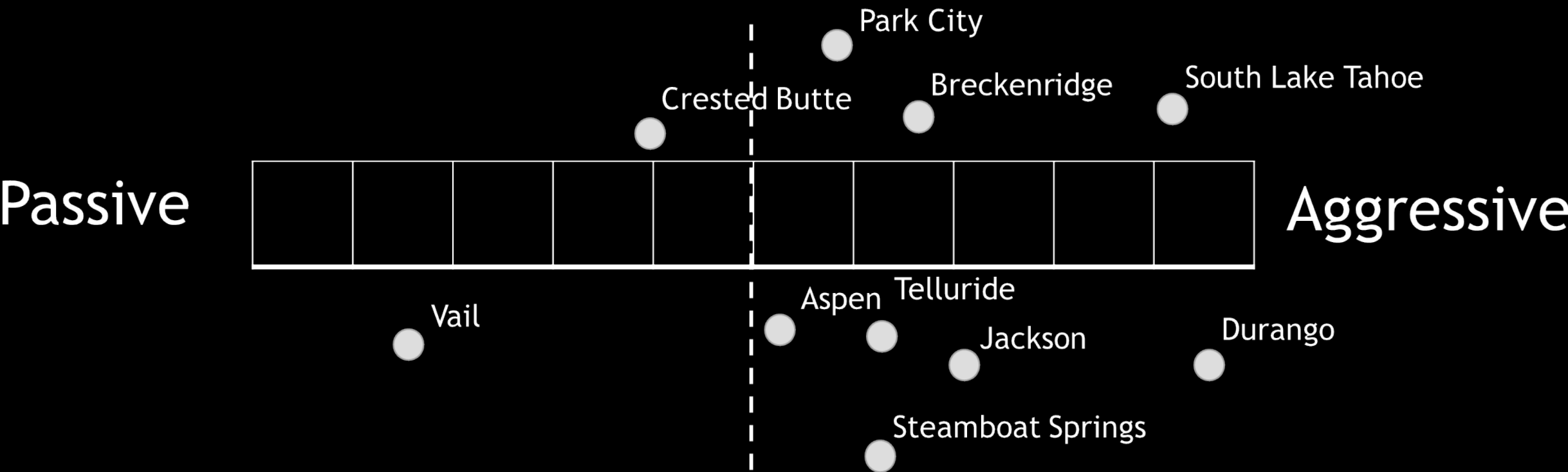
- Associate Professor
- School of Business
- Department of Hospitality & Tourism Management
- Research focuses on Lodging
- Research Fellow with two research centers within the College
 - Office of Tourism Analysis
 - Riley Center for Livable Communities

Sabbatical Research Study

- Awarded a sabbatical for research purposes in mid-2016
- Moved to Summit County, UT for 9-months to conduct my sabbatical research study (November 2016 thru July 2017)
- A benchmark study on operating requirements for residential short-term rentals in mountain ski towns of the western U.S.
- Hosted by
 - DestiMetrics Business Intelligence, Inntopia
 - Park City Chamber | Convention & Visitors Bureau

Municipality	Zoning	Life Safety	Public Notice	HOA	Tax	Business License	Permit	Education	Fees
City of Aspen				X	X	X	X	X	\$150 +
Town of Breckenridge	X				X	X	X		\$75 +
Town of Crested Butte	X				X	X			\$10 +
City of Durango	X	X	X		X	X	X	X	\$750 +
Town of Jackson	X	X	X	X	X	X		X	\$37 +
Park City Municipal Corporation	X	X			X	X		X	\$149 +
City of South Lake Tahoe	X	X	X		X	X	X	X	\$545 +
City of Steamboat Springs	X			X	X	X	X		\$500 +
Town of Telluride	X				X	X			\$187 +
Town of Vail					X	X		Packet Pg. 14	

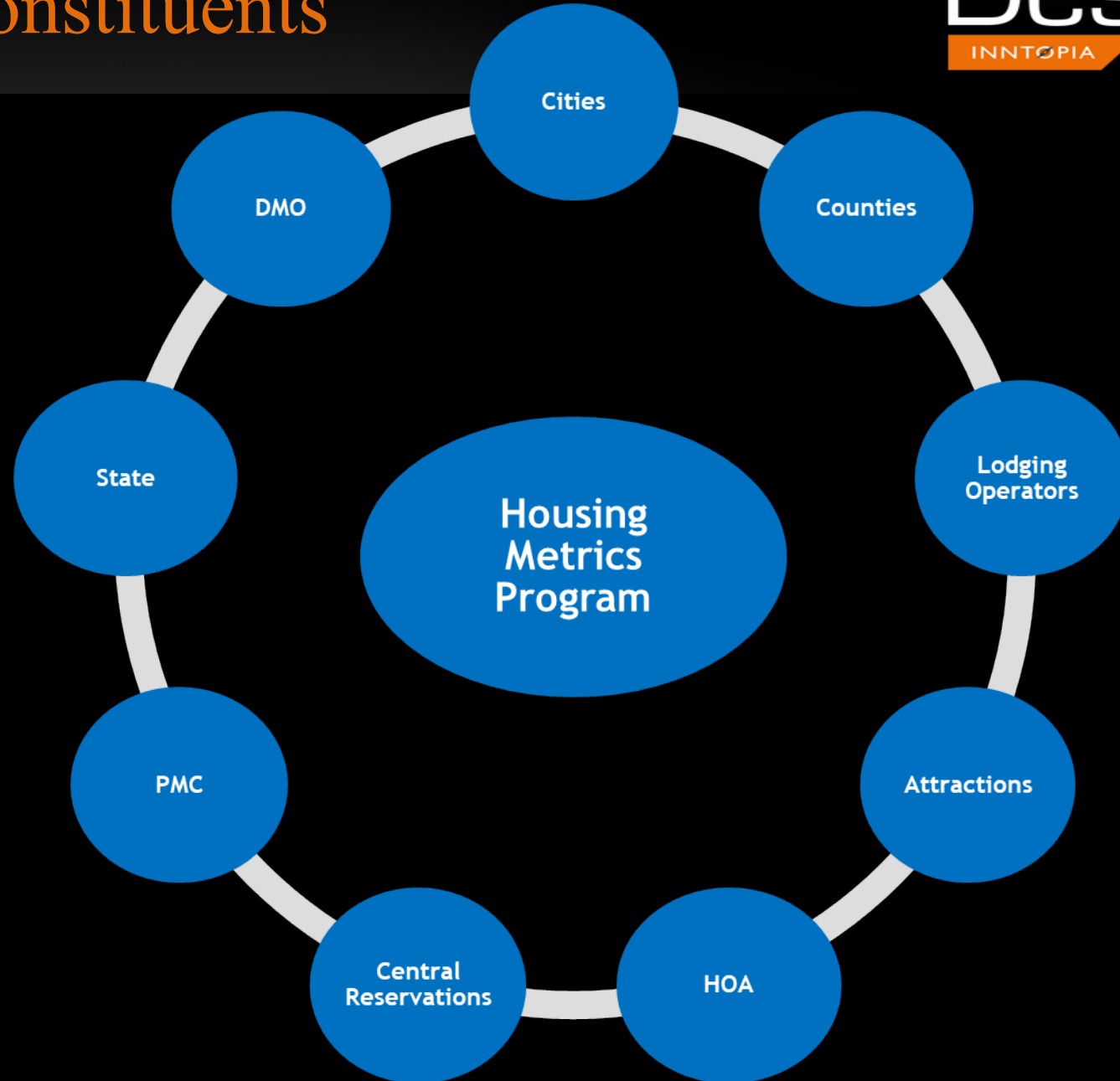
Municipal Residential Short-term Rental Requirements Spectrum



Municipality	Total Housing Units	Owner Occupied Units	Renter Occupied Units	Vacant Housing Units	Percentage of Vacant Units
Town of Breckenridge	7,146	1,017	937	5,128	71.7%
Park City Municipal Corporation	10,715	1,835	1,274	7,607	71.0%
Town of Vail	7,366	1,223	1,493	4,649	63.1%
Town of Telluride	2,145	464	616	1,065	49.6%
City of Steamboat Springs	10,308	3,386	2,036	4,886	47.4%
City of Aspen	6,364	1,899	1,816	2,649	41.6%
City of South Lake Tahoe	16,602	3,722	6,091	6,789	40.9%
Town of Crested Butte	1,090	372	353	344	31.6%
Town of Jackson	4,758	1,526	2,370	862	18.1%
City of Durango	8,482	3,560	4,046	876	Packet Pg. 16 10.3%

1. There is a need to create a fact-based understanding of the housing mix in a market.
2. This fact-based could then be used to inform policy and the desired use of housing while protecting and enforcing zoning, ordinances, and the unique vision of the communities that make up a market.

Concerned Constituents

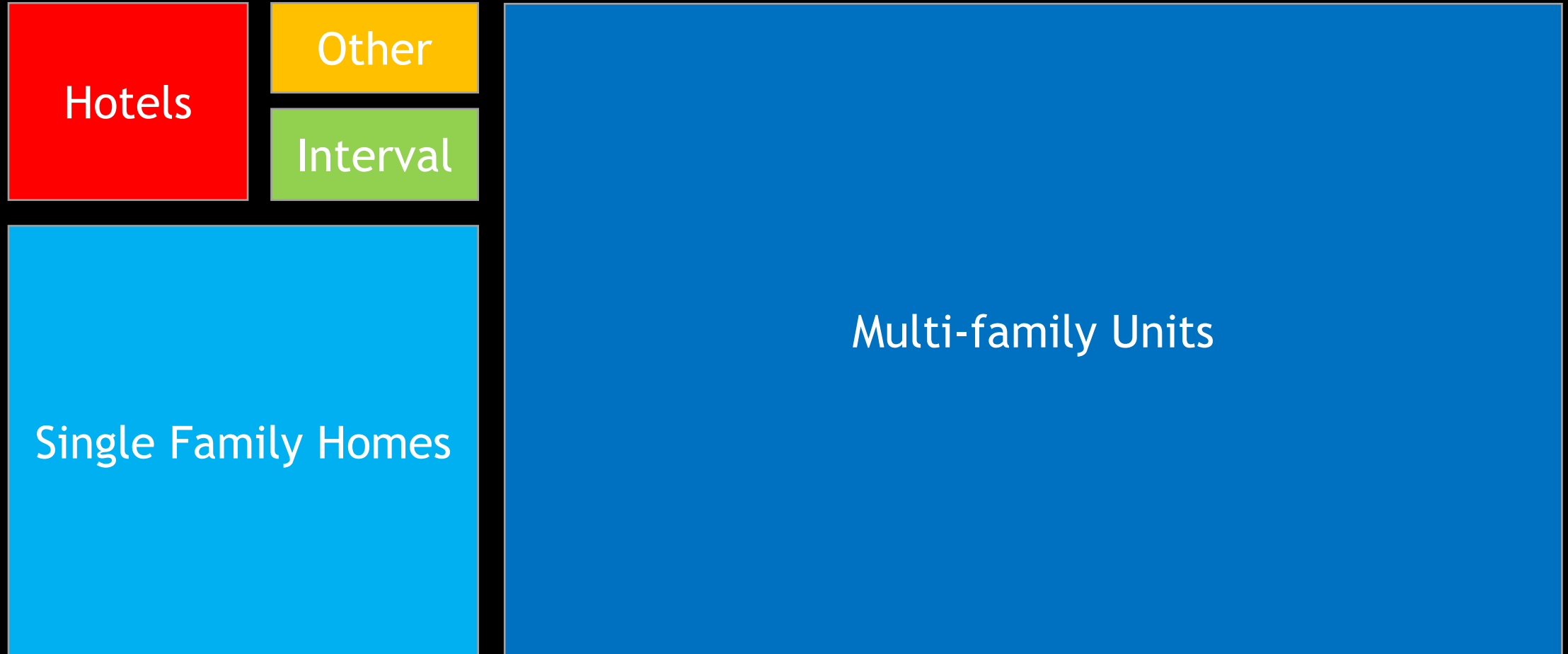


Sources of Transient Inventory

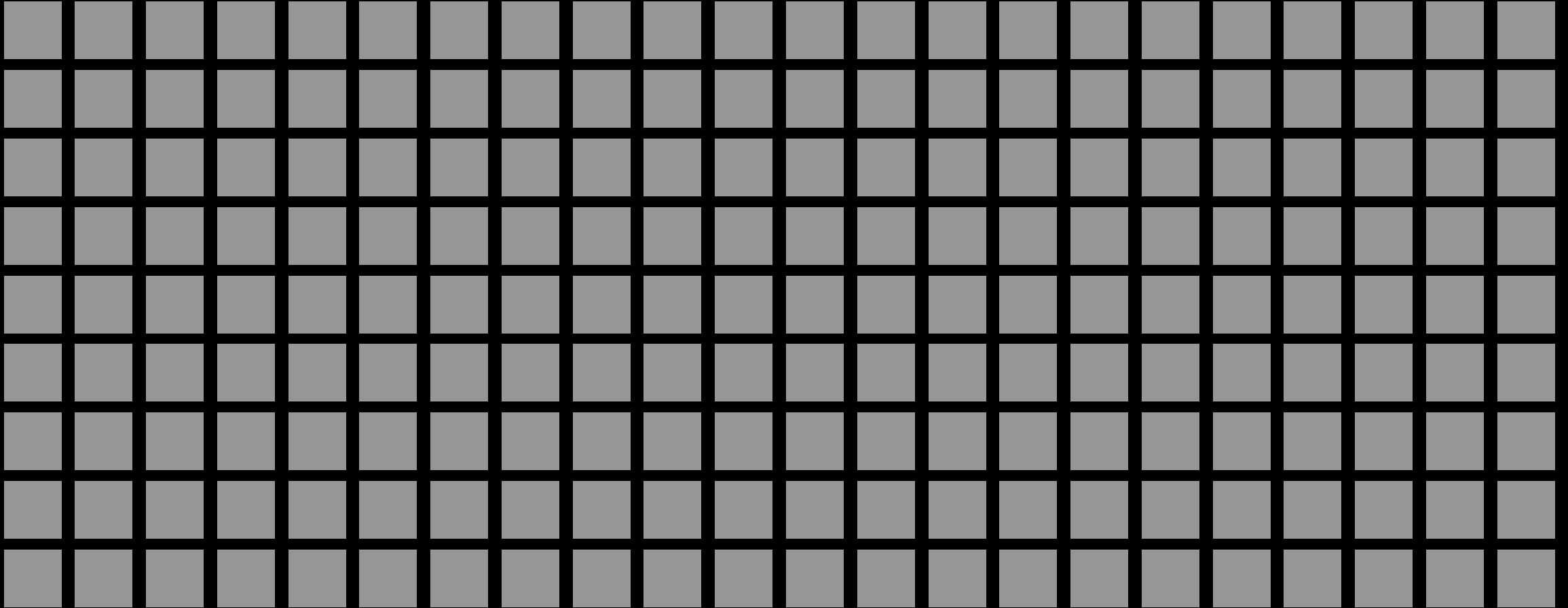


Sources of Transient Inventory

Residential housing (single family homes, condominiums and apartments) represent the largest and most dynamic source of transient inventory in a destination.

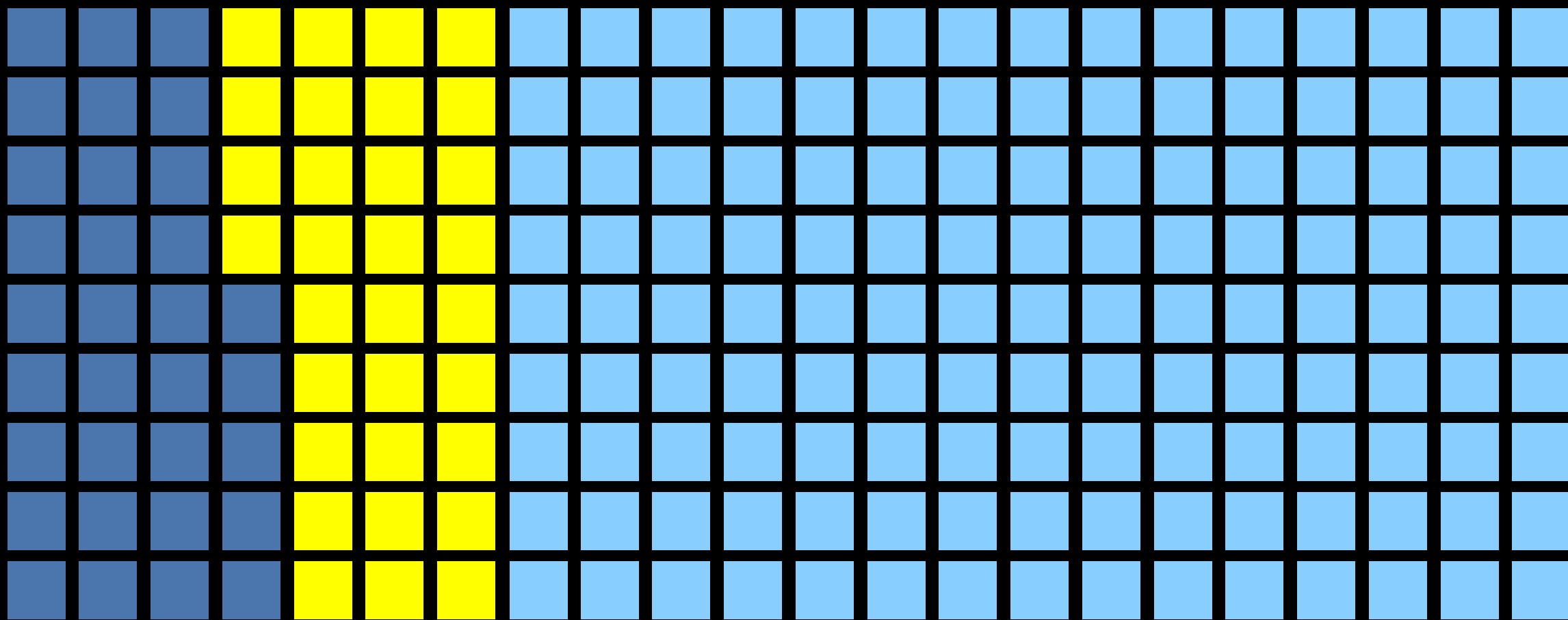


Total Housing Inventory



Blocks represent the total housing inventory in a destination, jurisdiction, neighborhood, or zone.

What is the housing mix for our community?



Owner Occupied

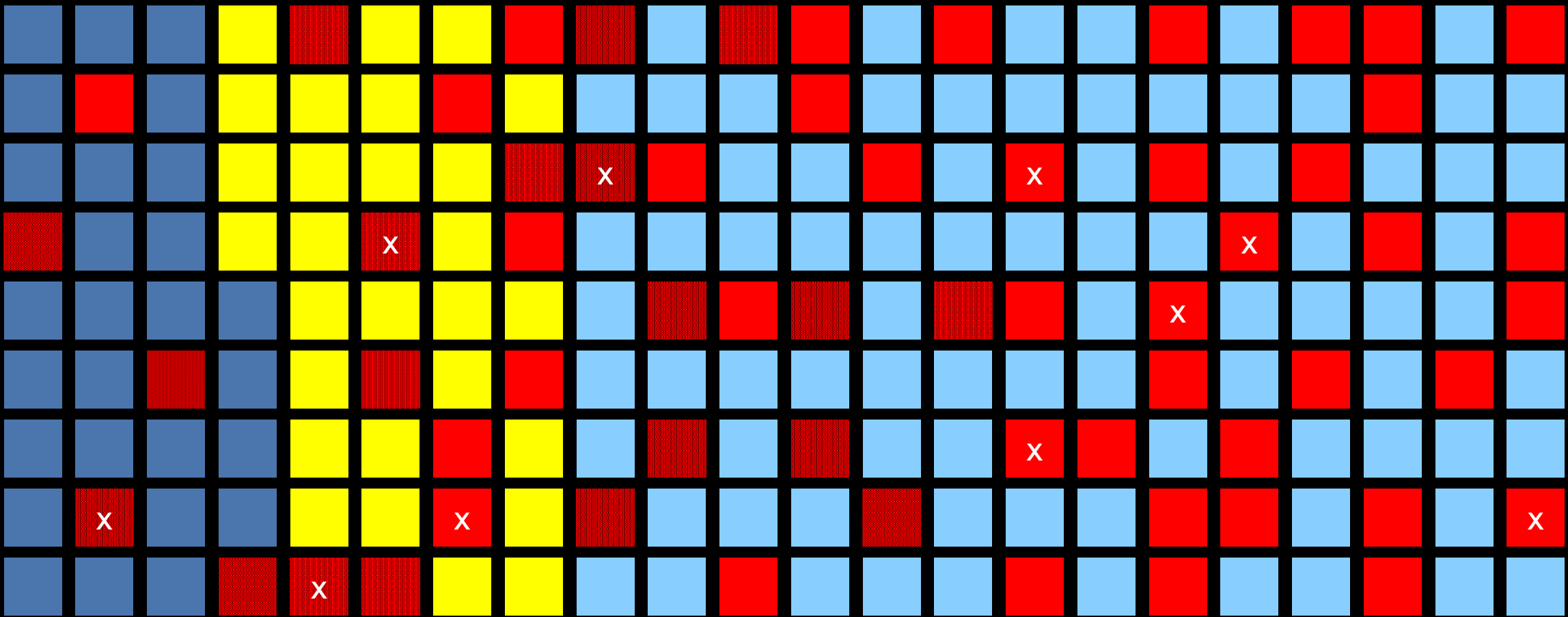


Long-Term Tenant Occupied



Second-home owner

Where do short-term rentals come from in the housing mix?



Owner Occupied Long-Term Tenant Occupied Second-home Owner Short-Term Rental

Residential Short-term Rental Housing Assessment of Summit County:

- An assessment of the requirements for operating short-term rentals in the various jurisdictions and unincorporated areas within Summit County;
- Quantitative snapshot of the current housing mix in a static state;
- Visual representations of the housing mix by merging existing data from county GIS data, Assessor data, Building data, Licensing data, and distribution scanning technology;
- Gap analysis of the assimilated data findings and series of recommendations to inform the implementation of the fact-based housing program (Phase 2).

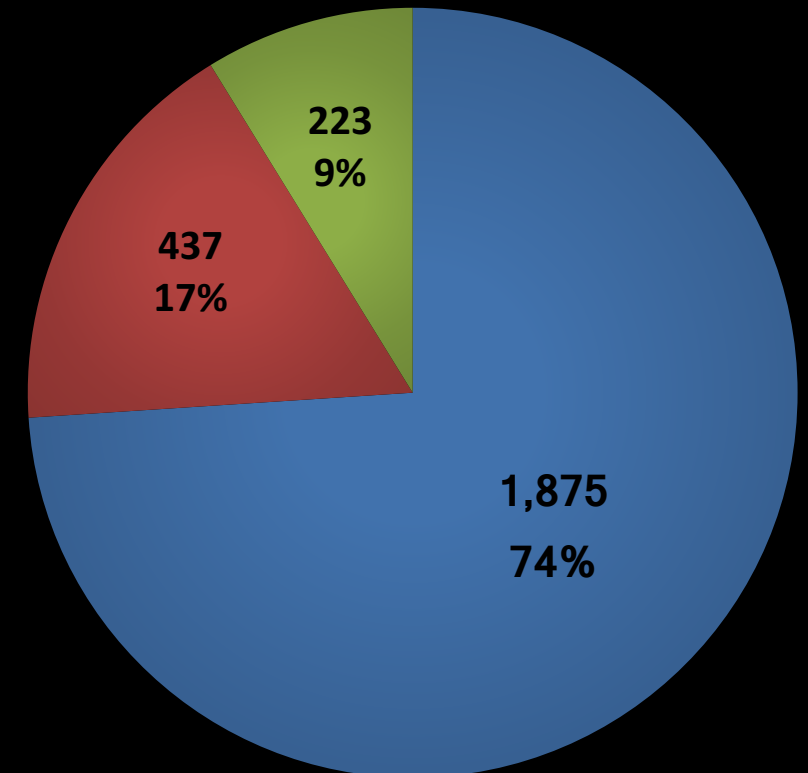
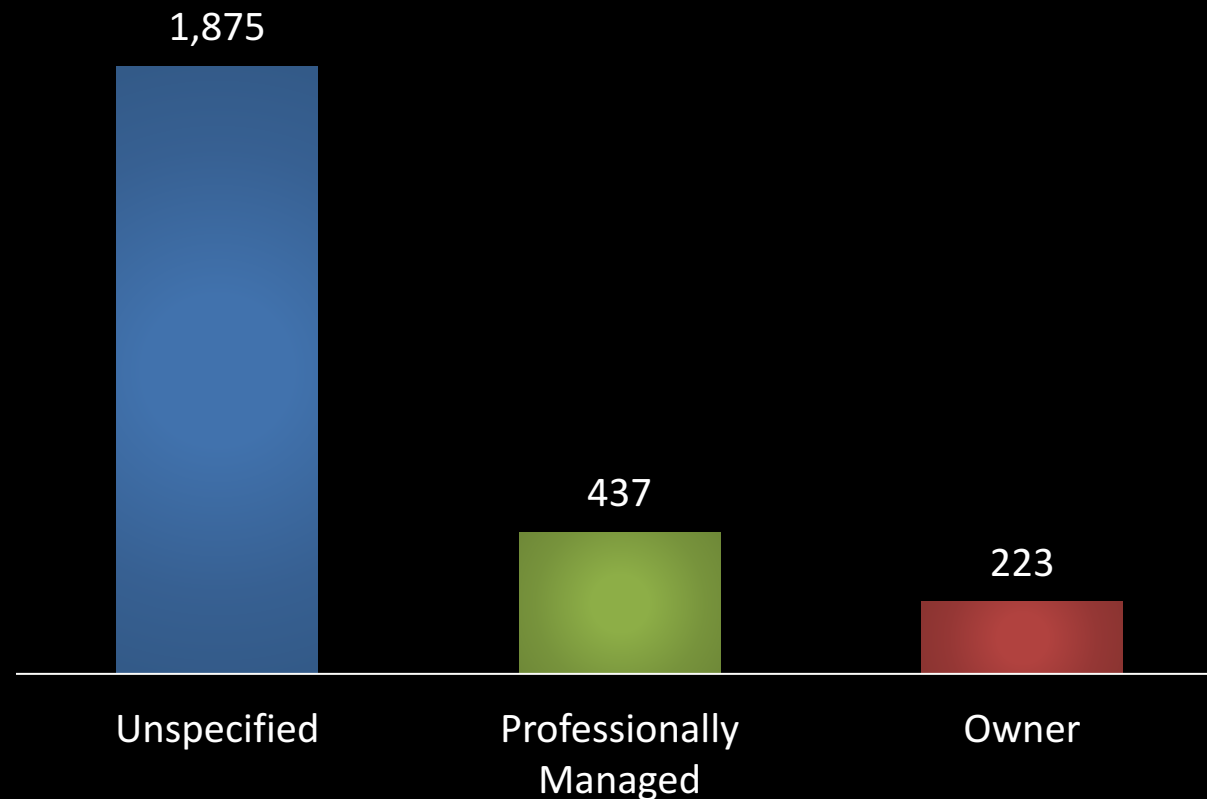
- Property Management Companies List obtained from:
 - Summit County
 - Park City Municipal Corporation
- Nightly Rental License Data obtained from:
 - Summit County
 - Park City Municipal Corporation
- GIS Data, Building Data, and Assessors Data obtained from:
 - Summit County
- Environmental Scan of Online Short-term Rental Listings:
 - Summit County by zip code

Nightly Rental Licenses

Total Nightly Rental Licenses – 2,535

Summit County – 436

Park City Municipal Corporation – 2,099



Environmental Scan of Listings

- On Dec. 8, 2017, there were 4,249 listings on AirBnb and HomeAway, for Summit County, Utah.

	Single-Family Home	Multi-Family Units
Listings Count	1,369	2,880

	Shared Space	Entire Residence
Listings Count	133	4,116

Listings by Zip Code

AirBnb and HomeAway Listings - 4,249

Zip Code	Area	Count
84060	Park City	3209
84098	Unincorporated	947
84017	Coalville	43
84036	Kamas	29
84061	Peoa, Rockport	12
84055	Oakley	7
84033	Henefer	1

Discussion & Questions



2017

outside's
best
towns

did airbnb kill the mountain town?

Living the dream has never been easy in the West's most beloved adventure hamlets, where homes are a fortune and good jobs are few. But the rise of online short-term rentals may be the tipping point that causes idyllic outposts like Crested Butte, Colorado, to lose their middle class altogether—and, with it, their soul.

By Tom Vanderbilt

A FEW YEARS AGO.

Brian Barker was living in Portland, Oregon, with a well-paying union job as a spokesperson for the fire department. But despite having “a job you don’t leave”—he had an itch. “I wanted to go live in the mountains,” he says. “I didn’t want to sit in traffic all the time. I was tired of living in the city.”

So he began searching. Missoula, Boise, Truckee—“anywhere within 30 minutes of a ski area.” In 2014, he relocated to Crested Butte, a 1,500-person-strong former coal-mining town nestled in Colorado’s Upper Gunnison River Valley. It’s often referred to as the last great American ski town, a distinction that locals, despite acknowledging it with a hint of self-deprecating smirk, do not really go out of their way to dispute. Phenomenal skiing aside, it is the sort of place where doors go unlocked (except, occasionally, to keep bears out); where locals on the Crested Butte Bitch and Moan Facebook page gripe about tourists (typically Texans) exceeding the 15-mile-per-hour speed limit downtown; where powder days mean closed stores and canceled meetings; where even the gas pumps at the local Shell station seem to take things just a bit more slowly.

“This is a great place to raise kids,” Barker, a divorced father of two young children, tells me one evening, wearing a baseball cap, a vest, and a hint of stubble. We’re seated at the Brick Oven, a locals’ hangout on Elk Avenue, the town’s main spine, where tidy wood-frame buildings in a rainbow palette glow beneath the snow-capped mass of the eponymous mountain.

Barker’s life seems enviable. He rents a “beautiful” place a mile south of town. He had his kids on skis practically before they could walk. He has a job he loves, as marketing manager for the town’s Adaptive Sports Center, a nonprofit that gives people with disabilities the chance to participate in out-

door activities. “They ski down that mountain,” he says, “and now they realize they can ride the bus to the grocery store.”

This postcard existence comes at a price, though. The cliché about remote adventure-town idylls is that people either have a second home or a second job. Barker has *three* jobs. “I produce videos on the side—I just shot my first wedding. Oh, and I drive an ambulance,” he says,

laughing. “As a single parent”—his ex-wife lives 35 minutes away, in Gunnison—“you pretty much have to work multiple jobs.”

Not long ago, Barker stopped by the property-management company that oversees his rental to talk about a water heater on the fritz. “The manager said, ‘I know you have

abbreviated. In Asheville, North Carolina, the issue proved so contentious that, late last year, a task force created to study STRs publicly splintered, according to the local *Citizen-Times*. In March, the city of San Diego—where residents of neighborhoods like Ocean Beach have decried the loss of local identity as rentals have proliferated—had to move a meeting on STRs to a bigger venue because of overflow crowds.

In the Mountain West—“God’s country, renter’s hell,” as one alt-weekly tagged it—where towns are already chronically beset by housing shortages, traffic problems, and the invariable ambivalence about sharing one’s slice of heaven with the tourists who help sustain it, the entrance of Airbnbs and VRBOs and HomeAways has heightened the tension. Some places, including Boulder and Denver, have passed tough regulations that permit only primary residents to rent out their properties for short periods. Other towns have taken the opposite tack, changing laws to allow previously illegal renting that was already on the rise, as happened late last year in Missoula, Montana.

In Bozeman, in Ketchum, in Jackson, in

“It wears on your community when your school teachers and folks like that can’t be a part of it,” says Macdonald. “They should be the ones coaching and volunteering and showing up for free music.”

kids, but the owners are thinking about turning your place into a VRBO. You should probably start looking.”

Barker suddenly found himself in the eye of a gathering social and economic storm, caused by the rise of the online short-term rental. From Barcelona to Boston, the world has been grappling with the arrival of home-sharing platforms. Amid any number of skirmishes—neighbor against neighbor, tourist against townie, lobbyist against legislator—cities have scrambled to get a handle on this “wild west” (one of the most common descriptors of the new home-rental landscape) and rushed to enact regulations. Everywhere you look, the battle is raging. In Flagler County, Florida, just north of Daytona Beach, 150 people turned out for a March meeting over a bill, backed by home-rental companies, that would limit how local governments can regulate short-term rentals, or STRs, as they are now frequently

just about every destination or gateway town, one hears a similar murmur: not only are short-term rentals squeezing the last drops out of the housing supply, but more profoundly, they are threatening the very character that drew in locals—and tourists.

This is precisely the drama playing out in Crested Butte, and Barker has found himself cast in an unwanted walk-on part. “I’m literally losing sleep over the fact that I don’t know where I’m going to be living in a few months,” he tells me. He has tracked down countless leads and joined multiple waiting lists for deed-restricted housing reserved for local workers, which comprises 21 percent of the town. He does not own a dog,

Brian Barker, top right, moved to Crested Butte with his family in 2014. Despite holding three jobs, he may be forced out of his home as more long-term rentals are converted to vacation units. “I’m scared,” he says. “I’m kind of trapped in paradise.”

despite his kids' pestering, to make himself a more attractive tenant. He has talked with the Regional Housing Authority about Section Eight housing, the national program providing assistance to low-income renters. "Which I qualify for," he says pointedly. "It's pretty humiliating, at age 41, to ask the federal government for help with housing." He does not want to leave the area, for fear of putting his child custody in jeopardy. "I'm scared," he confesses. "I'm kind of trapped in paradise."

Later, as I walked back to the place I had rented—via Airbnb—a few blocks away, I thought of a line I had seen on the site: "Live like a local." But what happens when locals can't afford to live like locals?

WE TEND TO think of the housing market as a large, impersonal, quantitative thing. Prices rise because of increased demand and constricted supply; they fall when the opposite holds. But to revise the old saw, the singular of data is anecdote. Stories about

box of pasta and random condiments. The signs that speak to the failures of previous guests. (In mine: "Please only use the remote to turn the fireplace on or off.")

Then there is that odd sense, when you're plunked down in the middle of a residential neighborhood, of being both an anonymous interloper and tenuously belonging. Margaret Bowes, who directs the Colorado Association of Ski Towns (CAST), told me that she had recently returned from a nordic-ski weekend in Crested Butte. "We were right in town," she says. "And as I looked across the street at what are obviously homes owned by locals, I just thought, They must get so sick of seeing different faces walking in and out of their neighbors' houses."

I never saw much of anyone. (Those huge snowdrifts hardly helped.) I sensed their presence primarily through a notice in my rental asking me not to use the hot tub after 10 P.M. Noise (in Colorado, often associated with hot tubs) is one of the holy triumvirate—along with parking and trash—of ways

Initially, he rented to ski bums. After renovating roughly a decade ago, he decided to shift to vacation renters—partly, he said, because of "how our long-term tenants had treated the place," but also "because we wanted to use it." He employed a local property-management company, but after it began "stacking the house full of people," he switched to Airbnb in 2013, which gives him more control.

Amid all the talk of restricting STRs, Powe wonders about unintended consequences. If, say, a 90-day rental cap is introduced, "what people will do is hike their prices a bit and they'll make sure those 90 days are at peak season—and your shoulder tourism months will stop growing." Powe, who is friends with plenty of locals, added, "If we can't rent it, we just won't rent it. It would stay empty for ten months of the year." That means no guests like me spending money every night on Elk Avenue; no one getting paid to service the house.

Powe also suggested that STRs in many small towns are not the get-rich-quick scheme people expect. "It seems like you're making a lot of money, because you're charging for a week what long-term renters won't even pay for a month," he told me. But there are the unsold nights. According to data from research firm Airdna, the median occupancy of Airbnb rentals in Crested Butte is around 25 percent lower than in larger cities like Denver and San Francisco. Then there are the taxes and maintenance fees—"I think we spent \$2,000 on snow removal in January alone," Powe said. At the end of the day, he added, "I don't think we make that much more money than if I did a long-term rental."

FROM 19TH-CENTURY miners to 20th-century skiers, people have long sought a temporary abode in mountain towns. The difference now is how we're finding them. "The stat I cite is that in 2010, 8 percent of leisure travelers used STRs," says Matt Kiesling, with the Travel Technology Association (funded by Airbnb, HomeAway, and TripAdvisor). "By the end of 2016, that was projected to be one in three."

As Ulrik Binzer, founder and CEO of Host Compliance, a San Francisco startup that helps municipalities track STR activity—mostly to help collect tax revenue—describes the trend, "It used to be a big commitment to rent your ski house. You had to hire a property-management firm, hide your personal belongings, sign a contract, and pay the property manager 30 percent of the spoils. A lot of people didn't bother." Today, he says, anyone with Internet or a smartphone can take a few pictures and become an STR host.

"After both of my long-term tenants walked, VRBO let me make my mortgage payment," one woman explained. "This is the middle class hanging on by its fingernails."

actual people. I wondered what part I—as the consumer of an STR—was playing in this story. Were my few nights contributing to people like Barker getting kicked to the curb?

In Crested Butte, I was staying in a small house—a former miner's cabin—near the heart of town, so small that several nights in a row I actually wandered right past it. (Not helping matters was the fact that it was enveloped by towering snowdrifts.) I had been lured by its historical charm, its sauna and hot tub, and, as advertised, its location: "Easy walk to Elk Avenue, Nordic Center and just across the road from the FREE town shuttle to the ski area."

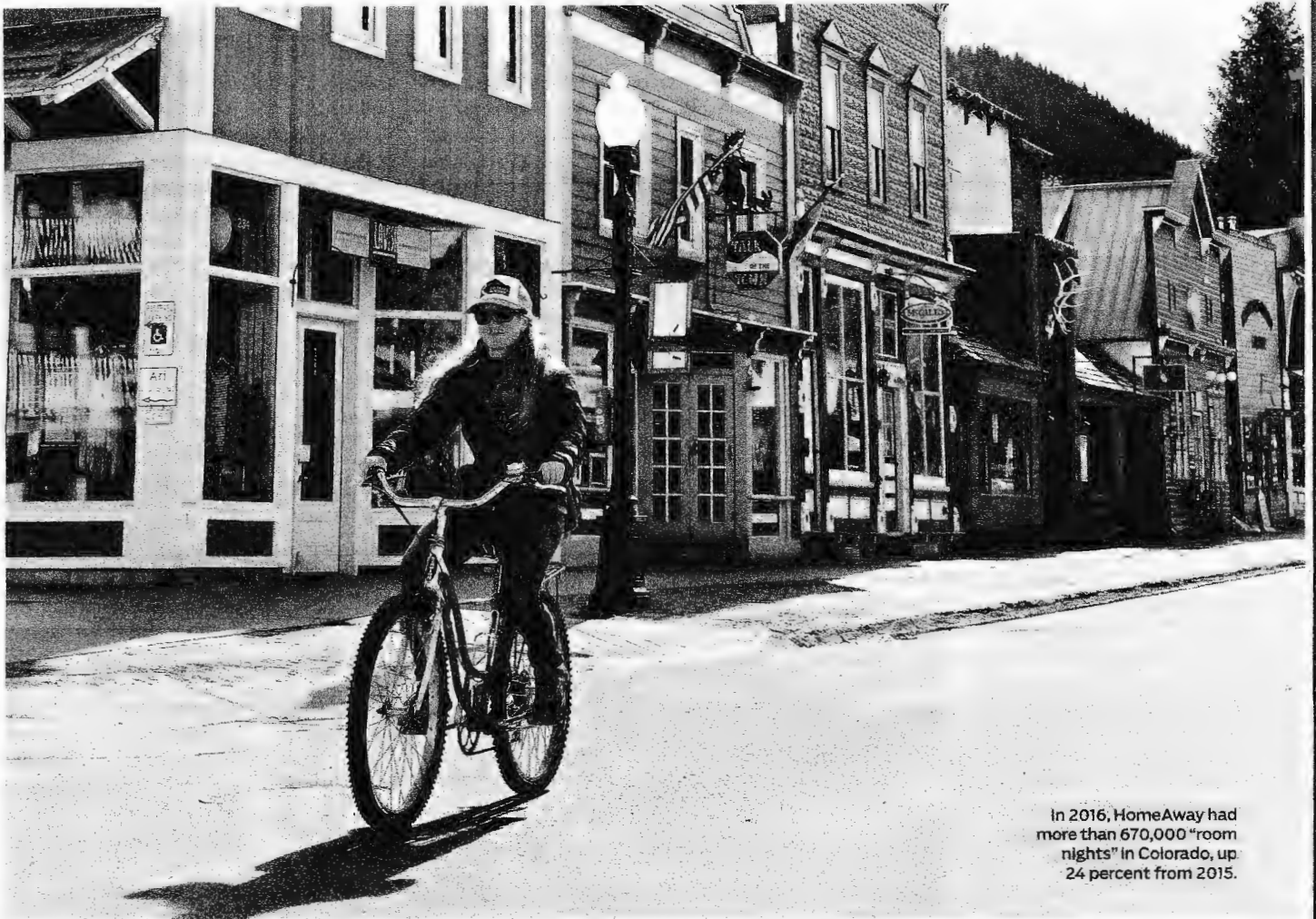
I stay in Airbnbs and the like for the same reasons you do. Because I have a family and I want to cook and have multiple rooms. Because I have bikes or other equipment and don't want to be hassled by the front desk. Because I indeed want to "live like a local" in a quiet, quaint neighborhood. STRs have become so familiar that they already come with their own rituals and clichés, their own weird sense of déjà vu. There's the three-ring binder stuffed with brochures, the tips from the host, the Wi-Fi password. The odd

that STR guests usually fall afoul of neighborhoods and stoke NIMBY fears. I committed none of these sins.

And yet, I thought, certainly a sense of residential community is defined by more than simply the absence of noxious behavior. Michael Yerman, Crested Butte's town planner (like almost every man here, bearded and flanneled), lives in a deed-restricted part of town where STRs are not allowed, and he described how his neighbors had helped him dig out of his "snow cave" after the recent storm. "There's a lot to be said for knowing your neighbors and feeling like they have your back when you need it," he told me.

My rental, it turned out, was owned by a fellow New Yorker, Tony Powe, who spends two months a year in town. An Englishman and former restaurateur, he's currently launching an app called WeLocals that "encourages people to shop locally." He and his partner, on the hunt for backcountry skiing, stumbled on Crested Butte, fell in love, and bought the cabin in 2000. "It was one of the smallest houses in town," and was inhabited, he told me, by a group of trustafarian skiers. The kitchen housed a drum kit.

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In 2016, HomeAway had more than 670,000 "room nights" in Colorado, up 24 percent from 2015.

Meanwhile, he says, "people are now more used to renting other people's homes. You don't have to go through the massive cleanup operation." Consequently, STRs have soared. In 2016, HomeAway had more than 670,000 "room nights" in Colorado alone, up 24 percent from 2015.

Early on, says CAST director Bowes, STRs "were mostly just excess inventory—someone had an extra room, they weren't going to rent it out long-term anyway." Now, she argues, "it's reached such a point that people buy homes for the sole purpose of renting them." Indeed, as Host Compliance's Binzer told me, "I have friends who pitched me on the idea of buying a place in Park City and renting it out during Sundance, basically paying the mortgage for the whole year."

Seemingly no Colorado town has been unaffected by the rise in STRs, but their responses have varied. Durango, for example, has some of the most stringent regulations—limiting not only the number and location of STRs in the most desirable neighborhoods but also restricting them to two per block—so that vacation rentals, as Scott Shine, the town's planning manager, told me, don't "overwhelm a specific part of a neighborhood." Breckenridge, by contrast, does not

limit the number of STRs or rental nights, but early on it strove to make sure it had a regulatory handle on its STR stock—including collecting all applicable taxes.

Philip Minardi, who directs policy communications for Expedia—which owns HomeAway and VRBO—says that the company "welcomes the conversation of what good policy looks like," noting rather tartly that such policy does not include a Denver law essentially prohibiting nonresidents from short-term-renting their homes. "We think it's a smart move for cities to address how you regulate our industry in a responsible manner," he says. "If a city wants to get to the heart of ensuring neighborhood character, that's something they share with HomeAway—the reason why travelers are coming to communities is for the unique character." Just how much of a conversation about policy Expedia really wants to have is an open question. The company has lobbied for legislation in some states that would limit municipalities' ability to regulate STRs.

When I ask Marisa Moret, public-policy manager for Airbnb, for some best practices in STR regulation, she says that her company supports "clear and reasonable home sharing policies that benefit hosts and strengthen

communities." She adds that "Airbnb is an economic lifeline for many hosts who depend on the platform to pay their mortgage, raise their families, or make ends meet."

For ski towns throughout the West, perhaps the most pressing challenge related to STRs is workforce housing. "It's always an issue, and this has just exacerbated it," Bowes says. "Homes that used to be rented to the workforce, that offered year leases, are suddenly being pulled out from under them and put on the short-term market."

Not so long ago, in Crested Butte, this was scarcely a problem. As Melanie Rees, a housing consultant and former state economic-development official who lived in Crested Butte for 15 years, told me, "If you had asked during the recession, almost everyone would have said that we don't have a housing shortage. There were foreclosures left and right, people were moving away." But resort communities are "highly volatile," she stresses. "One of the first things people give up when times are tight is their vacations and their vacation homes. One of the first things people do post-recession is go on vacation or try to take advantage of the real estate while prices are down."

Crested Butte got its post-recession

comeback. Owing in part to aggressive marketing, visitor numbers are up, particularly in summer. (More than one local told me that July is get-out-of-town month.) Then, "Enter the short-term-rental market, and wow did it create an opportunity that had not really been there before," says Rees. Online platforms made all the difference. "People who were wannabes could now become owners," thanks to the additional income. Between 2009 and 2014, the Crested Butte area was one of HomeAway's top ten fastest-growing STR markets.

THE IMPLICATIONS of this growth were made clear to me one morning in Crested Butte's town offices, housed in a stately brick building that was once the high school. There, after passing through a front entrance whose eaves were massed with snow (a sign warned me to LOOK UP), I found Dara MacDonald, the town manager, in a room whose door still bore the name of the teacher who'd once taught there.

"It's a divisive issue for the community," she said when I asked about recent discussions of STR limits. "People on both sides have valid points, and no one's wrong." On a conference table, she spread out a series of pie charts. In the first, labeled Free Market Housing Occupancy 1997, the category of short-term rentals is a mere 6 percent slice. By 2012, it climbed to 14 percent. By 2016, 29 percent.

As she cautioned, the numbers are not exact, and there is some crossover—a short-term rental might be a local renting for just a few weeks or the month of July.

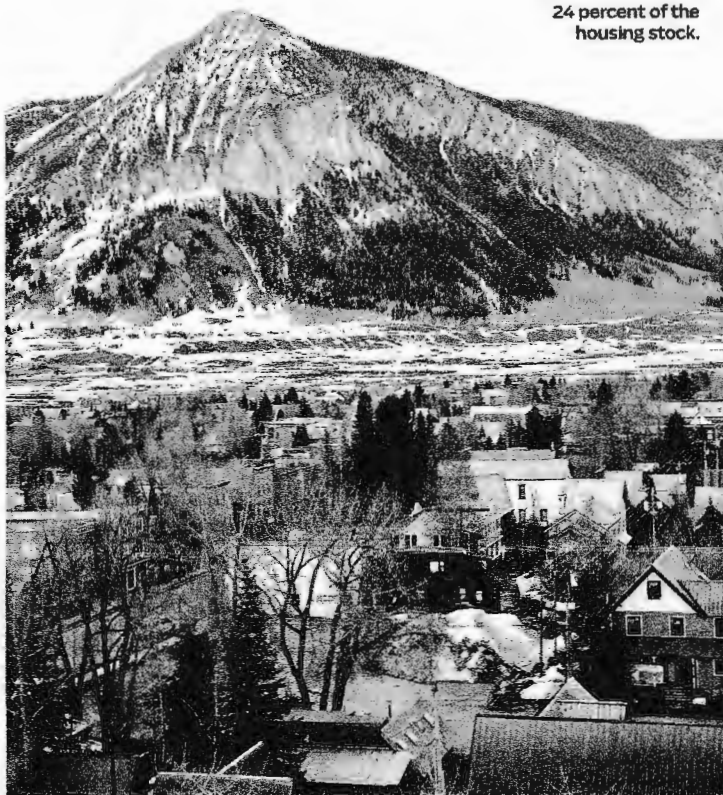
What most concerned her was another piece of the pie, one showing long-term rentals. Those shrank from 43 percent of the town's free-market housing stock in 1997 to 24 percent in 2016. There, in statistical form, was the dry expression of Brian Barker's poignant story: locals competing for fewer rental opportunities.

Nobody in the town's government, MacDonald told me, thinks that limiting STRs "is going to solve the affordable-housing problem." MacDonald, curiously, was the first person I met who lived in Crested Butte

proper. This was possible, she admitted, only because she's in a town-owned property. As Yerman, the town planner, told me, "The average home price is \$900,000. You can make \$100,000 a year and not have a chance."

Which is why many feel that solving the Mountain West's affordable-housing problem requires more than trying to curtail demand—you also have to increase supply.

In Crested Butte, long-term rentals have dwindled from 43 percent to 24 percent of the housing stock.



In Crested Butte, this is happening via new developments like the income-restricted Anthracite Place Apartments. In Steamboat Springs, the ski resort is offering cash bonuses to landlords who house employees. The Aspen Skiing Company recently hired a planner to deal with affordable housing.

One pilot program, in Summit County (home to Breckenridge and Copper Mountain, among others), is looking to entice property owners back into long-term rentals by providing free property management for landlords. The county is also offering a renter-education course to, as county housing director Nicole Bleriot described it, "raise the level" (i.e., quality) of tenants. This, she said, can be a tricky matchmaking dance.

"We see a lot of larger homes, but we can't find the right tenant mix to make it affordable. The other challenge is that since everyone in the county has seven sets of skis and three dogs, finding that pet-friendly opportunity has continued to be difficult."

Dogs aside, living like a local has long been a precarious idea in the Mountain West. As Host Compliance's Binzer put it, "If you're a ski bum working the lift, or a waiter at a pizza

joint, you're competing with all these vacationers for housing." In Crested Butte, this is aggravated by the fact that the town is encircled by protected space and largely built out. The biggest pool of housing in the area is 30 miles away—small wonder that the free shuttle bus between Gunnison and Crested Butte recently began making hourly trips in peak season.

STRs didn't start this fire, but they have been a particularly combustible fuel. In most Rocky Mountain ski towns, any commercial development needs to mitigate its impact by providing a certain amount of affordable housing for its workforce. A long proposed new hotel in Crested Butte, for example, would have to create three new employee units. STRs dodge that requirement entirely. "Here, a whole industry came in and converted units into these lodging accommodations, and the housing impact was not mitigated

in any way," says Melanie Rees, the housing consultant. "It's not a level playing field."

In Crested Butte, STRs are providing much needed lodging. While Mt. Crested Butte, a small, tourist-focused settlement at the base of the ski area, has some 1,100 rooms in hotels and condos, the town itself has only a handful of small inns, with STRs now making up 65 percent of total lodging tax revenue. The rentals generate some jobs—although whether they're the sort that sustain white-collar professionals like Brian Barker is another question. Is his dream—a solid middle-class life in a beautiful mountain community—now out of reach?

More than once, I heard a vague aversion directed against, as an editorial in the local

paper put it, "people who think they have a natural entitlement to live in a sweet cheap house in town." And yet I could also sense an inchoate fear that Crested Butte was in danger of losing what made it so desirable in the first place. Much of its last-great-ski-town aura comes less from its skiing than from its strong sense of identity (it was a working town long before there was a ski resort), its relative affordability (compared with, say, Aspen or Vail), and its quirky cast of local characters. "After a while, it wears on your community when your schoolteachers and folks like that can't be a part of it," said MacDonald. "They should be the ones coaching and volunteering and showing up for free music. When you drive home for the night and don't come back, it's harder."

Barker knows that his path may end downvalley, in Gunnison, home to any number of ex-Buttians. His realist outlook does not mask his frustration. "I'm a part of this community. I work at our biggest nonprofit.

folks that it affects the most," Ryan said.

After thinking about STRs for several days, it struck me that the whole deal, thorny and murky, seemed like the kind of quagmire that American political scientist Robert E. Horn has called a "social mess." The STR issue meets any number of Horn's criteria: "different views of the problem and contradictory solutions"; "numerous possible intervention points"; "consequences difficult to imagine"; and "no unique 'correct' view of the problem." For every person that I met who worried about what STRs might do to their block, I encountered someone else who relied on earnings from their own STR to stay on that block. For every defense of one's private-property rights, I heard a counter-defense to not have one's private-property rights infringed upon by a de facto hotel setting up shop next door.

The complications in the meeting began with the fact that the town's mayor was not present. He (along with another council

middle class hanging on by its fingernails."

Another woman, a realtor, voiced a perspective I often heard from opponents of regulation: "I'm not sure what the problem is." Crested Butte had spent money to bring more visitors, she argued, "but now we're saying we don't want them here." Limiting STRs "is not going to lower the price in town. The town is going through the roof because people want to live here."

One of the council members, a lawyer named Jackson Petito (who also spins discs on the community radio station), later offered a response. "The idea that we don't know what problem we're trying to solve—maybe we as a council don't, but for me personally, the issue is a town without residents, a town without voters." Jim Schmidt, another council member, mused aloud: "I don't think we have a police officer that lives in town." "The new guy!" someone cried out. "I thought he was in Mt. Crested Butte?" replied another.

In that small exchange I felt the very crackle of civic life; these weren't abstract issues—they were the lives of people who were endlessly intertwined. Before the meeting started, Steve Ryan had told me that things might get contentious. "It's democracy at work, it's civilized," he said. "Everybody drinks a beer or a coffee and goes in and throws tomatoes against one another." Indeed, as someone told a speaker that his time was up, a man hissed from behind me: "Let him speak, you always do!"

Schmidt, drawing a breath, concluded: "Boy, after hearing everybody tonight, I'm having an even harder time coming to a decision." Luckily, there were no hard choices to be made; voting on the most contentious restrictions would take place at a future meeting.

Afterward, stopping at a tamale joint for a late dinner, I ran into John Belkin, the town's blunt-speaking attorney. As we nursed Mexican Cokes, he said: "If you can make it here and survive, you have essentially your own private ski area—some of the hardest skiing in North America." But there are trade-offs. "You can't make a ton of money. You might have to live in Gunnison. Each of us has to do our own evaluation of whether those sacrifices are worth it."

As we headed out into the frigid night, we saw a man on a skateboard being pulled by a dog down icy Elk Avenue. We both smiled, in silent acknowledgment of a small perfect moment in the last great American ski town. ●

CONTRIBUTING EDITOR TOM VANDERBILT (@TOMVANDERBILT) IS THE AUTHOR OF YOU MAY ALSO LIKE: TASTE IN AN AGE OF ENDLESS CHOICE.

"The idea that we don't know what problem we're trying to solve—for me personally, the issue is a town without residents," said a council member, "a town without voters."

I'm a firefighter. I'm involved in the arts. I'm a dancer. This is my town, this is where I want to be, and I'm getting kicked out," he told me. "I know ski towns are expensive places to live—but they need people like me."

ON A WEDNESDAY evening at town hall, several dozen residents were seated across the room from four council members. It was the eleventh time the council had gathered to discuss STRs since 2015. Roland Mason, the mayor pro tem, perhaps sensing the crowd's weary resignation, noted that Denver took two years to set up STR regulations. "I understand that for those of you who have shown up for every meeting, it seems tedious," he said. "At the same time, this has been one of the most difficult policy issues I've had to deal with in seven and a half years."

I had been told by Steve Ryan, a former Oklahoman who runs a local property-management company, that early on, as possible limitations were floated, the council meetings had been "inundated" with attorneys and second-home owners. Now the group was pure Crested Butte: boots, flannel, tanned faces with ski-goggle lines. "The problem is getting drilled down to the

member) had recused himself because he has rented his home out as an STR. Another challenge was the fact that while the council knew how many houses had STR licenses, it did not know how many of them were actually being used as STRs or how often. Then there was the vagueness of STRs themselves. As council member Chris Ladoulis explained, "What's tricky here is that the commercial activity people are engaging in is letting people sleep there—and it's really similar to what you do when you own the property as a resident. If I was running a nightclub or selling power tools, it's easier to spot."

Lurking beneath the thickets of bureaucratic procedure (the minutes from previous meetings, the grandfathered exemptions) was an anguished examination of the soul of an American small town—whether the people who loved it could afford to be there, whether love was in fact enough to save it. This wasn't politics with a capital P; it was something far deeper. One woman described how, in 2008, "after both of my long-term tenants walked, VRBO made the difference for me—it made me able to make my mortgage payment." STRs, she suggested, were a symptom of a larger problem: "This is the



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Planning staff and the applicant will provide an update and seek input on preliminary site suitability, height, mitigation, and access considerations for project alternatives. Additional plans and amendment terms will be provided under separate cover or at the meeting as they become available. The Planning Commission is invited to provide input to the Council directly. However, a majority of planning commissioners may not be available due to prior holiday travel plans. Staff will also present an updated review schedule for the project alternative.

Respectfully:

Michelle Kellogg, City Recorder



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

The Park City library invites our community to step up to the microphone, and step out against racism, by reading from one of the many selected pieces of literature that the library will provide for the occasion on Saturday, January 6, from 1:00 p.m. to 4:00 p.m. in the coffee shop area.

Respectfully:

Adriane Juarez, Library Director



City Council Staff Communication Report

Subject: Reading to End Racism
Author: Adriane Herrick Juarez
Department: Library
Date: January 4, 2018

The Park City Library invites our community to step up to the microphone, and step out against racism, by reading from one of the many selected pieces of literature that the Library will provide for the occasion on Saturday, January 6, from 1:00pm to 4:00pm in the coffee shop area. Don't miss out on this community event leading up to the celebration of Martin Luther King Jr. Day on January 15. Light refreshments will be provided. Shy about reading? Come out and show your support by listening. Your presence will make a difference.

This event supports the City Council Top Priority of Social Equity by furthering the community dialogue on discrimination.

Since September 2017, in accordance with a City Council request to research and possibly implement the Reading Against Racism program, the Library has provided reading lists, displays, and readings to highlight literature for people to get involved with that stimulates insightful conversations about discrimination and opens dialogue that empowers individuals to work to eliminate racism.

Thank you to City Council for your support, and to those City Council members who have been able to provide readings at Library in recent months. If individual City Council members are interested in reading during the Library's January 6th event, please contact me to schedule a time.



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Attached for your approval, please find the minutes for the December 7, 9, and 11, 2017, City Council meetings. Thank you for your consideration.

Respectfully:

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MEETING MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

December 7, 2017

The Council of Park City, Summit County, Utah, met in open meeting on December 7, 2017, at 1:30 p.m. in the City Council Chambers.

Council Member Gerber moved to close the meeting to discuss property, personnel and litigation at 1:35 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Matsumoto moved to adjourn from Closed Meeting at 2:45 p.m. Council Member Beerman seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

STUDY SESSION

2017 National Citizen Survey Presentation:

Linda Jager, Community & Public Affairs Manager, gave an overview of the results of the National Citizen Survey. Jed Briggs, Budget Operations Manager, asked Council to answer questions about what they would like to do with the data.

Council Member Worel said that she found the data valuable. She found it interesting the community felt like they were less connected because she saw the feeling of not being connected with the youth. Diane Foster, City Manager, suggested we start calling Council Priorities "Community Priorities" instead. The Mayor and Council Members agreed that calling them "Community Priorities" was a good idea.

Mayor Thomas suggested we bring the survey results to the Council retreat and present it to the new Council.

Council Member Henney wondered if Boulder would rank similarly against other communities. He would like to see where they would be on the survey.

Council Member Gerber suggested there was a gap between what people perceived and what was actually happening. She suggested that people did not realize how much

1 they get for the amount they pay, noting that tourists and second home owners
2 supported a lot of the services in Park City.

3
4 Council Member Henney said he would like to see a City that ranked very high on the
5 survey and see what they were doing to reach that.

6
7 Diane Foster brought up a slide for Boulder and showed that they were almost exactly
8 the same as Park City in their rankings. Park City was actually ranking higher in most of
9 the categories. Foster also suggested that the survey results were based on the
10 expectations of the residents and Boulder residents or Park City residents may have
11 higher expectations than in other communities.

12
13 Council Member Henney indicated he would like to see the ten communities who had
14 the highest rankings and learn from them. Council Member Beerman thought it would
15 be informative to have focus groups from those who replied and ask them why they
16 answered the way they did.

17
18 Mayor Thomas suggested because Park City was a small town we could build a sense
19 of community more easily than larger communities and we would need to have different
20 strategies.

21 **WORK SESSION**

22 **Council Questions and Comments:**

23 Council Member Gerber attended the Ski Utah meeting. There was a presentation on
24 the Olympics. There were people in the ski industry from across Utah in attendance and
25 they all seemed enthusiastic about having the Olympics come back. She also attended
26 the Park City Area Lodging Association lunch. The hydrologist from NOA presented.
27 She said it was grim and it was a very timely report based on our discussions about
28 climate and the impacts climate change would have on Park City. They also had a
29 presentation about paid parking by Lynn Ware Peek.

30
31 Council Member Worel attended the taxi stakeholder meeting. She gave a shout out to
32 Matt Dias for the amazing job he had done with that group. They had come up with
33 some recommendations that Council would be hearing about. They were currently in a
34 holding pattern and would meet when appropriate rather than on a regular basis now.
35 She attended the Board of Health meeting and they were adjusting their fee schedule to
36 better reflect their inspections. They would take public comment on the fee schedule
37 changes for the next thirty days. She attended the Mental Wellness Alliance Executive
38 Committee meeting and they looked at the Medicaid match for Summit County. There
39 was a question about the numbers being used by the State in determining how much
40 money, especially for mental health, that came into the county. They would dig deeper
41 to see if they could get additional money for mental health in Summit County.

1 Council Member Beerman attended the Shop with a Cop event. There were tons of kids
2 and it was great. The law enforcement officers put a lot of time into it. He met with
3 members of the Central Wasatch Commission and Representative John Curtis
4 regarding land preservation. His takeaways were that there was still momentum to
5 preserve areas of the Central Wasatch. Curtis was supportive, so that was encouraging.
6 He met to talk about the Olympics and the question was whether we can put them on
7 for the same cost as 2002 because of the existing facilities. He attended the Leadership
8 holiday party with the new class. He, along with the Mayor, met with some people from
9 the Homebuilders Association, which they do quarterly. He met with Mountainlands
10 Area Government (MAG) and noted they offer a lot of senior services. He asked Rhoda
11 Stauffer, Affordable Housing Project Manager, if the City had worked with MAG in the
12 past. Stauffer said we were very involved with MAG. He met with the incoming mayor of
13 Heber. She was excited to work with Park City more closely on planning and
14 transportation issues. He indicated he would not be able to attend the COSAC meeting
15 this month. Council Member Matsumoto was the alternate, but she was not able to
16 attend either. Council Member Gerber said she would attend.

17
18 Council Member Henney attended Shop with a Cop. He thought it was a great event
19 and thanked the police force and other agencies that support the event. He attended the
20 Leadership party at Myles Rademan's home and then went to the Library for the
21 gingerbread competition and noted the structures were amazing. Ryhs Weidenhamer
22 was a cash winner.

23
24 Mayor Thomas attended Shop with a Cop. He also attended a Fire Board meeting and
25 part of a Historic Society meeting, which Council Member Matsumoto also attended. He
26 attended the Homebuilders Association meeting and the Sundance preview meeting.
27 He said this year would be amazing. He reminded everyone about the City Holiday
28 party.

29
30 **Discuss Public Works/ Public Utilities Space Needs and Planning:**

31 Clint McAfee, Public Utilities Director, talked about how the future would have
32 significant changes with the public utility buildings. He explained that the City needed a
33 short-term plan in the interim. They would be combining the water distribution and water
34 quality staff into one space and were looking into ride sharing and park and rides.

35
36 Council Member Beerman asked if the building next to RiteAid was vacant or open.
37 McAfee responded that it was open and that, if needed, they could look into that space
38 for parking. He said the interim plan would provide enough space for their needs.
39 McAfee said there was a budget shortfall of around \$3 million. That was because of
40 wanting to reach the net zero goal and because of increased construction costs.

41
42 McAfee said the use of the Mine Bench was critical and he appreciated the ability to
43 use those facilities.
44

Review 2016 Community-Wide Carbon Footprint

Luke Cartin, Environmental Sustainability Manager, explained that 2007 was a much warmer winter and summer than 2016. Celia Peterson, Environmental Sustainability Project Manager, stated that the way staff collected data and the methodology to analyze that data, had changed over the years.

Mayor Thomas asked if the City could measure how much was coming into Park City on trucks and how much we were consuming as a resort town. Peterson responded that the statistics were very academic and based on national averages. Cartin explained that air travel was a large piece of Park City's carbon footprint including residents of Park City taking trips and those coming to visit Park City. Peterson showed the City's progress since 2007. The results looked promising, but some of the data might have errors. Cartin explained that the vehicle statistic was not accurate. The drops were mainly in electricity as the grid had become cleaner. Cartin said that natural gas consumption had stayed flat even though homes had become larger. Cartin suggested that residential electricity and commercial gas were two areas the City could focus on.

Peterson said some of the plan consisted of promoting transit ridership and electric cars. She also mentioned incentivizing citizens to build energy efficient homes. Cartin explained that customer rebates for solar and other carbon reduction practices could be set. Cartin suggested we could promote carbon reduction by using the cost saving numbers. He said the money we could save and keep in the community could be a huge economic driver for Park City.

Council Member Beerman asked how much of the oil consumption was for airlines. Cartin responded that the airlines were responsible for around 80% of the oil consumption. Council Member Beerman asked if we could assess electricity use by neighborhood. Cartin responded that they were getting close on being able to assess by neighborhood. Council Member Beerman said he was impressed with the analysis and we would need to track where we were at in order to reach our goal of net zero.

Council Member Henney asked if we would have the ability to see where we were at in real time in the future. Peterson said the entire study would be done every five years.

Cartin added that some things could be tracked monthly or yearly depending on what it was. Natural gas or electricity was easier to track monthly. Council Member Matsumoto suggested that the number of tourists from 2007 to now was not correct. Council Member Beerman agreed. Cartin said they would look into that number.

Discuss Proposed Level Three Special Event - Avalanche Invitational Soccer Showcase, to be Held June 14-18, 2018:

Jonathan Weidenhamer, Economic Development Manager, said they wanted Council's direction on whether to bring this event back or not. Weidenhamer said the economic impact would be around \$900,000-\$1 million dollars in economic impact. Weidenhamer

1 said they had talked to SEAC and they now supported bringing the tournament back,
2 although it would make the shoulder season busier. He suggested there was road
3 capacity and in June it did not make too much impact on traffic. He stated they had not
4 applied yet, but they would like recommendations from Council and would apply if
5 Council was supportive. Weidenhamer asked if Council would like to give broader
6 direction or continue to discuss these sports events one by one.

7
8 Joanna Barney, Executive Director of Utah Avalanche, talked about the benefits of the
9 Avalanche Invitational Soccer Showcase. She requested Council support them in
10 coming back.

11
12 Mark McGill, a lodging representative, said they had worked with the Avalanche group
13 to provide housing for the tournament.

14
15 Mayor Thomas opened the meeting for public comment.

16
17 Shelley Gillwald, tournament director for Park City Soccer Club, said previously they
18 were wary of the Avalanche Invitational, but now they do not have the same concerns.
19 They are supportive of each other now.

20
21 Council Member Gerber suggested that the City wanted quality events rather than
22 quantity in Park City and that if it moved earlier in June it would be better.

23
24 Sarah Klinginstein, SEAC member, said that their concerns had been that it was in the
25 shoulder season and that it brought a lot of people from out of town and that SEAC
26 discussed that thoroughly.

27
28 Council Member Beerman asked if SEAC had a discussion on cutting back on certain
29 events. He requested to hear more feedback from SEAC before making a decision on
30 whether to support the event. Diane Foster, City Manager, explained that Weidenhamer
31 brought this before Council because staff had been given direction to put the brake on
32 events. Jenny Diersen, Special Events Manager, explained that the discussion SEAC
33 would have would be a general discussion on events in the shoulder season and events
34 of this size.

35
36 Council Member Matsumoto asked how this affected our local soccer teams.
37 An Avalanche staff member replied that Park City had around five soccer teams that
38 participated in their event.

39
40 Barney said that in the past Utah did not have tournaments where Utah girls could be
41 seen and picked up for the next level. This event showcased Utah female athletes.

42
43 Shelley Gillwald said that the more advanced players played in Salt Lake clubs, so they
44 could be Park City kids who are in the tournament.

Mayor Thomas closed the public comment portion of the meeting.

Mayor Thomas said that his daughters who played soccer would have loved to have the opportunity to play in Park City and see this level of athletes.

Council Member Matsumoto said that she would not want to build up the shoulder season too much, but she did like the fact that it was supporting women athletes. She would like to pursue looking at the tournament.

Council Member Beerman would also like to look at this tournament, but he would like to be careful of the impact of events like these. The City needed to consider the cumulative effect of events in the summer.

Council Member Gerber agreed that we needed to look at the impacts of the event and explained that we were looking for quality not quantity. She agreed that a female friendly event would be positive. Council Member Worel also liked the idea of having a female friendly event. She wanted to discuss how this enhances the resident experience.

Foster recapped that Council would consider an application, that Council would like to continue the discussion on events, and that we would like to know more specifics in order to analyze the impacts of the event.

Council Member Henney suggested before Avalanche applied they should know what the priorities of Council and the community are and try to align their goals with Park City's.

REGULAR MEETING

I. ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present
Katie Madsen	Deputy City Recorder	Present

II. COMMUNICATIONS AND DISCLOSURES FROM COUNCIL AND STAFF

Blake Foncesbeck, Public Works Director, said they received positive comments about the changes to the bus lines for the winter season. They were not able to communicate with every person, but they have done public outreach.

Council Member Beerman said he had received positive feedback about the bus system.

III. PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Thomas opened the meeting for those who wished to address the Council on items not listed on the agenda.

Ed Godycki suggested staff wear name badges.

Mayor Thomas closed the public input portion of the meeting.

IV. CONSIDERATION OF MINUTES

Consideration to approve the City Council meeting minutes from November 9 and 30, 2017:

Council Member Gerber said on Page 262 of the packet, lines 1 and 2, the issues she cited were hunger, safe housing, and access to medical care, which feel like third world problems. She also said that on Page 264 lines 34, 36, and 37 it should not be about limiting rent amounts, but about limiting the time to find a renter.

Council Member Worel moved to approve the City Council Meeting minutes from November 9 and 30, 2017, as amended. Council Member Gerber seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

V. CONSENT AGENDA

1. Request to approve the following Special Event Temporary Alcoholic Beverage License applications for operation during the 2017 Sundance Film Festival:

2. Request to approve the following Convention Sales License (CSL) applications for operation during the 2017 Sundance Film Festival:

3. Request to authorize the 2018 Annual Insurance Premiums to fund insurance placements for Park City Municipal – Property Insurance: \$170,700 to Liberty Mutual; Public Entity Liability Insurance: \$160,642 to States Self-Insurers Risk Retention Group, Inc.; Workers’ Compensation Insurance: \$182,359 to Workers Compensation Fund; Cyber Liability Insurance: \$34,304 to Beazley Insurance Co.; and Crime Insurance: \$3,950 to Travelers Insurance Company; in a form approved by the City Attorney:

Council Member Matsumoto moved to approve the Consent Agenda. Council Member Beerman seconded the motion.

RESULT: APPROVED

AYES: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

VI. NEW BUSINESS

1. Consideration to elevate Social Equity from Top Priority to Critical Priority status:

Jed Briggs, Budget Operations Manager, gave an overview of what social equity was. He asked what mechanisms we could use to determine whether we are an equitable City and where we could improve.

Council Member Henney said that comments from Rachel Barnett stood out to him. She had discussed focusing on members of the community who are marginalized. Council Member Henney would like to incorporate that into the discussion. Council Member Worel agreed with Council Member Henney and said that we would like to focus on all different groups. Council Member Gerber would like to also focus on LGBTQ issues.

Mayor Thomas opened the meeting for public input.

Angela Moschetta mentioned an article in the Salt Lake Tribune today that said Park City was the second most expensive place in the U.S. She suggested that Council make equity a top priority so everyone would feel safe and valued and the community stays funky.

Beth Armstrong, People's Health Clinic, said she would like to add social equity to each of the critical priorities so that with each decision equity is considered.

Council Member Beerman asked what kind of numbers we had in order to do an analysis on social equity. Briggs explained that we had just kicked off this subject and we would further discuss action items and a plan on how to move forward.

1 Diane Foster, City Manager, asked if Council wanted staff to do some kind of outreach
2 on the subject. Council Member Gerber suggested inviting members of the community
3 to come and discuss this subject in whatever channels the City had. Council Member
4 Worel asked if social equity could be discussed at a Coffee with Council. Linda Jager,
5 Community & Public Affairs Manager, said the Coffee with Council discussion would be
6 left open, but it could be talked about there.

7
8 Mayor Thomas closed the public input portion of the meeting.
9

10 **2. Consideration to approve the Old Ranch Hills Conservation Easement and**
11 **grant the easement to Summit Land Conservancy, in a form approved by the City**
12 **Attorney:**

13 Heinrich Deters, Trails & Open Space Program Manager, gave an overview of the
14 conservation easement.
15

16 Kate Sattelmeier, Summit Land Conservancy, said they were looking forward to
17 preserving this area.
18

19 Mayor Thomas opened the meeting for public input. No comments were given. Mayor
20 Thomas closed the public hearing.
21

22 Council Member Beerman moved to approve the Old Ranch Hills Conservation
23 Easement and grant the easement to Summit Land Conservancy, in a form approved by
24 the City Attorney. Council Member Matsumoto seconded the motion.

25 **RESULT: APPROVED**

26 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto, and Worel
27

28 **3. Consideration to approve the 2018 Sundance Film Festival Supplemental**
29 **Plan to be held January 18 through 28, 2018, and the City Services Agreement in**
30 **a form approved by the City Attorney:**

31 Jenny Diersen, Special Events Manager, gave an overview of the 2018 plan.
32

33 Betsy Wallace, Sundance Institute, thanked City staff for working so hard on making the
34 plan. They listened to Council and had tried to incorporate suggestions into the plan.
35 They had focused on traffic and parking and safety issues.
36

37 Mayor Thomas opened the meeting for public input.
38

39 Patrick Fannon, business owner, said that City staff was doing a great job. He said we
40 benefit from the Sundance Film Festival. He wanted the Council to be aware of the
41 businesses in his area and the impact traffic and no parking had on his business. If Lyft
42 was blocking traffic and parking it would impact his business.

1
2 Penny Kinsey, Blind Dog, talked about the Homestake Lot being used for Old Town
3 employees only. She would like Council to reconsider how that lot was being used.
4

5 Mike Sweeney, Property Manager for The Yard, thought it was important that we would
6 not pit Main Street businesses against everyone else. He suggested the Homestake Lot
7 be considered for all employees in Park City.
8

9 Sam Rubin, Four Seasons Concierge, was frustrated that Lyft had not presented a plan.
10 He said there were suggestions made at a previous meeting that had not been
11 implemented yet. He said Lyft had been recruiting heavily for Sundance. He suggested
12 they would have hundreds of cars in Park City over Sundance, and thought the Lyft
13 issue would be a nightmare and they should bring a plan.
14

15 Angela Moschetta, Old Town resident, wanted to offer her opinion on traffic during
16 Sundance. She felt that Uber and Lyft had been beneficial to traffic during Sundance.
17

18 Patrick Fannon, business owner, felt that \$7,500 was undervaluing the area Lyft will be
19 using during Sundance.
20

21 Luci Sosnowski said that last year a lot of the Uber vehicles slid off the road because
22 they were not appropriate vehicles.
23

24 Mayor Thomas closed the public input portion of the meeting.
25

26 Jonathan Weidenhamer, Economic Development Manager, said that Uber and Lyft
27 would come regardless and we were trying to get a handle on it. We were incorporating
28 them into the plan. He said because we talked to Lyft, now Uber had come to the table
29 and would like to work with the City as well.
30

31 Foster said that having someone we could talk to in Lyft and Uber during the event had
32 been very helpful. Diersen suggested that it would take everyone participating and
33 following the rules to make the traffic better.
34

35 Council Member Worel applauded staff and Sundance for working together on the traffic
36 plan. She asked whether four days for setup for Lyft was too many.
37 Diersen suggested four days would be necessary for setup.
38

39 Council Member Matsumoto asked how many spots were available in the Homestake
40 lot. She asked where businesses currently had their employees.
41

42 Council Member Gerber appreciated the comments made by current drivers. She
43 explained that she worked on Main Street and they were training employees to not park

1 on Main Street ever. She thought this plan was a part of training the community to have
2 new habits.

3
4 Council Member Beerman said he felt the Homestake lot should be used for Main Street
5 employees because parking was not provided with those businesses. He would like to
6 condition the approval tonight on Lyft getting a plan to Council. He would like a way to
7 disqualify drivers who abuse the rules put in place.

8
9 Council Member Matsumoto asked when the school lots were available for employees.
10 Diersen said the school lots, besides the high school, were available on the weekends.

11
12 Robert Dick, Sundance Institute, said they had been working with Lyft to get a plan in
13 place.

14
15 Council Member Beerman was concerned that if they did not have a plan in place it
16 could go bad and Council would take the blame. Council Member Henney asked if they
17 could approve a use area without knowing the details of how it would be used.
18 Weidenhamer suggested they could come back with a plan for Council to approve.

19
20 Council Member Gerber motioned to approve the 2018 Sundance Film Festival
21 Supplemental Plan to be held January 18 through 28, 2018, and the City Services
22 Agreement in a form approved by the City Attorney, on the condition that Lyft comes
23 back to Council with a plan that Council will approve. Council Member Worel seconded
24 the motion.

25 **RESULT: APPROVED**

26 **AYES:** Council Members Beerman, Gerber, Henney, Matsumoto, and Worel

27
28 Council Member Gerber moved to close the meeting to discuss property, personnel and
29 litigation at 7:30 p.m. Council Member Worel seconded the motion. Voting Aye: Council
30 Members Beerman, Gerber, Henney, Matsumoto, and Worel.

31 **CLOSED SESSION**

32
33 Council Member Beerman moved to adjourn from Closed Meeting at 7:45 p.m. Council
34 Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber,
35 Henney, Matsumoto, and Worel.

36
37 **VII. ADJOURNMENT**

38 With no further business, the meeting was adjourned.

39
40
Katie Madsen, Deputy City Recorder



PARK CITY COUNCIL MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

December 9, 2017

The Council of Park City, Summit County, Utah, met in open meeting on December 9, 2017, at 4:00 p.m. in the City Council Chambers.

ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Excused
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present

PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Thomas invited any who wished to address the Council on items not listed on the agenda to do so at this time. No comments were given.

Council Member Beerman moved to close the meeting to discuss property and litigation at 4:00 p.m. Council Member Matsumoto seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Worel moved to adjourn from Closed Meeting. Council Member Gerber seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



PARK CITY COUNCIL MINUTES - DRAFT
445 MARSAC AVENUE
PARK CITY, SUMMIT COUNTY, UTAH 84060

December 11, 2017

The Council of Park City, Summit County, Utah, met in open meeting on December 11, 2017, at 5:00 p.m. in the City Council Chambers.

ROLL CALL

Attendee Name	Title	Status
Jack Thomas	Mayor	Present
Andy Beerman	Council Member	Present
Becca Gerber	Council Member	Present
Tim Henney	Council Member	Present
Cindy Matsumoto	Council Member	Present
Nann Worel	Council Member	Present
Diane Foster	City Manager	Present
Mark Harrington	City Attorney	Present
Matt Dias	Assistant City Manager	Present

PUBLIC INPUT (ANY MATTER OF CITY BUSINESS NOT SCHEDULED ON THE AGENDA)

Mayor Thomas invited any who wished to address the Council on items not listed on the agenda to do so at this time. No comments were given.

Council Member Gerber moved to close the meeting to discuss property and litigation at 5:00 p.m. Council Member Worel seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

CLOSED SESSION

Council Member Gerber moved to adjourn from Closed Meeting at 6:30 p.m.. Council Member Henney seconded the motion. Voting Aye: Council Members Beerman, Gerber, Henney, Matsumoto, and Worel.

With no further business, the meeting was adjourned.

Michelle Kellogg, City Recorder



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

- The City has contracted with Everbridge for Software as a Service (SaaS) in order to effect emergency mass notifications for the public. The initial Contract was for one year with four one year renewal options. The next renewal date is February 18, 2018.
- The County currently uses two separate notification systems and is seeking viable alternatives and cost savings. The main County EMNS contract ends in early 2018.
- Adding Summit County to the existing City contract with Everbridge accomplishes a number of objectives:
 - easier and less confusing for residents and businesses to register mobile phones and locations
 - cost savings for both entities, consolidation of mass notification services
 - fewer systems required to be operated by Summit County Public Safety Dispatch
 - creation of additional opportunities for regional engagement (Wasatch County also contracts with Everbridge, as do many counties and cities in the Salt Lake valley)
 - a timely and efficient way to combine the two programs
- Under the agreement, each entity will pay for their pro-rated share of annual services. The cost for an additional module, named Community Engagement, will be split equally. Summit County will assume costs for initial set-up and other one-time initial fees. Summit County will pay 80.69% of annual fees, and Park City will pay 19.31% based on 2016 population/household data.

Respectfully:

Hugh Daniels,

City Council Staff Report



Subject: Service Agreement with Summit County for Emergency Management Mass Notification System (EMNS) and Amendment to Everbridge Agreement

Author: Hugh Daniels, CEM, Emergency Program Manager
J. Mike McComb, Emergency Management Associate

Department: Executive

Date: January 4, 2018

Type of Item: Administrative

Summary Recommendation

Staff recommends that City Council authorize the City Manager to enter into a Service Agreement, in a form approved by the City Attorney, adding Summit County to Park City's existing contract for Emergency Mass Notification System (EMNS) services and to Amend the Everbridge Agreement to include Summit County services.

Executive Summary

- The City has contracted with Everbridge for Software as a Service (SaaS) for emergency mass notifications. The initial Contract was for one year with four one year renewal options. The next renewal date is February 18, 2018.
- The County currently uses two separate notification systems and is seeking alternatives and cost savings. The County EMNS contract ends in early 2018.
- Adding Summit County to the existing City contract with Everbridge accomplishes a number of objectives:
 - easier and less confusing for residents and businesses to register mobile phones and locations
 - cost savings for both entities, consolidation of mass notification services
 - fewer systems required to be operated by Summit County Public Safety Dispatch
 - creation of additional opportunities for regional engagement (Wasatch County also contracts with Everbridge, as do many counties and cities in our area)
 - a timely and efficient way to combine the two programs
- Under the agreement, each entity will pay for their pro-rated share of annual services. The cost for an additional module, named Community Engagement, will be split equally. Summit County will assume costs for initial set-up and other one-time initial fees. Summit County will pay 80.69% of annual fees, and Park City will pay 19.31% based on 2016 population/household data.

Acronyms

EMNS	Emergency Mass Notification System
SaaS	Software as a Service
RFP	Request for Proposal

The Problem and Opportunity

Currently there are two different emergency mass notification systems in Summit County, one for Park City and one for the rest of the County. This is confusing for

residents, visitors and businesses and requires dispatchers to learn two different sets of operations. Summit County is seeking alternatives to their existing EMNS, as well as, potential cost reductions in current service. Park City looks to partner with Summit County in order to consolidate service and cost efficiencies, while avoiding duplication of effort. This allows both agencies to support each other and provide redundancy, while allowing each to generally do their own notifications. While this is good for both agencies, it is particularly good for the public.

Background

Recognizing a need for an updated emergency mass notification system utilizing current technologies and capabilities, Park City performed a Request for Proposal (RFP) in 2015 and ultimately signed a one-year SaaS contract with Everbridge in 2016, which includes four one year renewal options.

Discussions highlighted the fact that while Summit County hosts some number of special events throughout the year, the number of Park City special events greatly exceeds the County's - for that reason, an agreement was reached to equally split the cost of the Everbridge 'Community Engagement' module (also known as Nixle), based on forecast usage of the Nixle module throughout a typical year.

Analysis

Everbridge uses a formula of census data to develop the 14,994 households, including businesses, within the area of Summit County. An analysis of households within Summit County, including businesses, less Park City households equals 12,098 or 80.69% of the total. Park City total households, including businesses, equals 2,896 or 19.31% of that total. This agreement results in an annual net savings of more than \$3,300 per year for Park City, based on current annual agreement costs of \$9,400.

Because Summit County will be joining the Park City agreement with Everbridge (Exhibit A) in December, 2017, there is an additional two months of Summit County coverage which is covered in Everbridge Quote # Q-01737 for \$2,685.90, which Summit County will pay in total (Exhibit B) within 15 days of signing the Agreement.

Under the agreement, the following annual costs would be absorbed by each party:

2018 Total Contract Price - \$25,150 including Community Engagement module	
Park City	Summit County*
\$4084.06 (\$21,150 x 19.31%)	\$17,065.94 (\$21,150 x 80.69%)
\$2,000 (50% of Community Engagement Fee)	\$2,000 (50% of Community Engagement Fee)
Total \$6,084.06	Total \$19,065.94

* Additional one-time set-up fees absorbed by Summit County

The annual costs for all of Summit County including Park City begin on the renewal date of February 18, 2018 and are provided in Everbridge Quote# Q-08962 (Exhibit C). Summit County will be required to annually pay Park City for their pro-rated share as laid out in the Agreement (Exhibit D).

Alternatives for City Council to Consider

1. Recommended Alternative:

A. Adopt the proposed Interlocal Agreement with Summit County

Pros:

- a. Consolidates and expands services to the local community within the county.
- b. Results in recurring cost savings for both parties on an annual basis.
- c. Allows for redundancies in authorized operators within the City and County, while maintaining City independence in terms of operation of the system.
- d. Increases regional collaboration, and sets the conditions for further collaboration with other agencies using Everbridge.
- e. Reduces diverse system knowledge and training requirements for operators and dispatchers, i.e., dispatchers only have to train and qualify on one EMNS, vice several.

Cons: None.

Consequences of Selecting This Alternative: The City will recognize near-immediate cost savings of approximately \$3,300 per year in contract costs, while increasing collaboration with the County and other regional partners.

2. Other Alternatives:

A. Null Alternative - Choose not to implement the agreement

Pros: None.

Cons:

- a. Park City continues to contract Everbridge at current contract prices, which are already budgeted, but misses opportunity for cost savings.
- b. Summit County incurs additional costs of establishing a new contract.
- c. Opportunity for collaboration is lost.
- d. Two divergent systems remain.
- e. Confusion among the public.
- f. More difficult for Dispatchers to operate two systems

Department Review

Emergency Management, Legal, Executive and Summit County Emergency Management, Sheriff's Office and County Attorney

Funding Source

Funding for the Park City EMNS is provided through the Emergency Program Management operating fund, as budgeted.

Exhibits

- A Everbridge Core Platform Service Agreement
- B Summit County Pro-rata Quote Q-01737
- C Park City Revised Annual Renewal Quote Q-06982
- D Summit County-Park City EMNS Service Agreement



Everbridge, Inc.
Core Platform Service Agreement

This Core Platform Service Agreement ("**Agreement**") is entered into by and between Everbridge, Inc. ("**Everbridge**"), and Park City Municipal Corporation ("**City**"), effective on the date of City's signature below ("**Effective Date**"). Everbridge and City are each sometimes referred to as a "**Party**" and collectively, the "**Parties**".

WHEREAS, the City desires to have certain services and tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient City resources are not available to provide such services; and

WHEREAS, Everbridge is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

1. SERVICES.

1.1 Orders. Everbridge shall provide City access to its proprietary interactive communication solutions(s) (the "**Solution(s)**") subject to the terms and conditions set forth in this Agreement and the description of services and pricing provided in the applicable quote or other ordering document (e.g., statement of work) (the "**Quote**"). If applicable, Everbridge shall provide the training and professional services ("**Professional Services**") set forth in the Quote. Collectively, the Solutions and Professional Services are referred to as the "**Services**". Everbridge shall provide City with login and password information for each User (as defined below) and will configure the Solutions based on the maximum number of Contacts, (as defined below), households or Users, as applicable depending on the Solutions ordered.

1.2 Affiliates. An Affiliate (as defined below) may purchase Services to the same extent as City, provided, that the Affiliate purchases the Services on the same terms and conditions as are contained in this Agreement pursuant to a fully executed Quote agreed to by Everbridge and such Affiliate. Solely as to the Agreement between Everbridge and such Affiliate, all terms and references to "City" shall refer to such Affiliate upon execution of an applicable Quote. By executing a Quote each Affiliate agrees to be bound by all the terms and conditions herein as to such Affiliate. "**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "**Control**", for purposes of this definition of Affiliates, means (i) the ownership of greater than fifty percent (50%) of the voting power to elect directors of the subject entity, or (ii) direct or indirect ownership or control of more than 50% of the voting interests of the subject entity. An entity that otherwise qualifies under this definition will be included within the meaning of Affiliate even though it qualifies after the execution of this Agreement.

2. PAYMENT TERMS.

2.1 Payments for services provided hereunder shall be made annually in advance of such services.

2.2 No payment shall be made for any service rendered by Everbridge except for services identified and set forth in this Agreement or applicable Quote.

2.3 If Client exceeds the usage levels specified in the Quote, then Everbridge may invoice Client for any overages at the then applicable rate.

2.4 Everbridge shall submit to the City Manager or her designee on forms approved by the City Manager, a Quote for services rendered during the pay period. The City shall make payment to Everbridge within thirty (30) days thereafter. Interest shall accrue at a rate of one and one half percent (1.5%) per month or the highest rate allowed by applicable law, whichever is lower, for services remaining unpaid for thirty (30) days or more.

2.5 Such interest shall be in addition to any other rights and remedies of Everbridge. Everbridge reserves the right to suspend or terminate work and this Agreement if any unpaid account exceeds thirty (30) days. Unless otherwise provided, Pricing does not include any local, state, federal or foreign taxes, levies or duties of any nature, all of which Client is responsible for paying, except for those relating to Everbridge's net income or property. If Everbridge is legally obligated to collect or pay taxes for which Client is responsible, the appropriate amount shall be invoiced to and paid by Client, unless Client provides a valid tax exemption certificate.

3. RESPONSIBILITIES.

3.1 Users. If City has purchased Mass Notification or Incident Communications, City shall in its discretion authorize certain of its employees and contractors, and the employees and contractors of Affiliates, to access that Service as Users. If City has purchased any other Solution, City shall authorize the number of Users set forth on the Quote as applicable to that Service. Collectively, City's employees and contractors who access any Solution as provided in this subsection are referred to as "**User(s)**". A "**Contact**" is any individual person that City contacts through the Solutions and/or provides their personal contact information to Everbridge, including through an opt-in portal, as applicable. City shall undergo the initial setup and training as set forth in the Onboarding Inclusion sheet provided with the Quote. If City fails to complete such onboarding process within sixty (60) days of the Effective Date, unless such delay is the fault of Everbridge, any additional onboarding services will be subject to additional charges. There is no requirement to purchase additional services.

3.2 City Data. "**City Data**" is all electronic data City transmits to Everbridge to or through the Solutions. City shall retain all ownership rights in City Data. City shall have sole responsibility for the accuracy, quality, integrity, and legality of all City Data. By ordering the Solutions, City represents that it has the right to authorize and hereby does authorize Everbridge and its Solution Providers to collect, store and process City Data including Contact data subject to the terms of this Agreement. "**Solution Providers**" shall mean communications carriers, data centers, colocation and hosting services providers, short messaging services ("**SMS**") providers and content and data management providers that Everbridge uses in providing the Solutions. City shall maintain a copy of all City Contact data it provides to Everbridge. City acknowledges that the Solutions are a passive

conduit for the transmission of City Data and any data submitted by Contacts, and Everbridge has no obligation to screen, preview or monitor content, and shall have no liability for any errors or omissions or for any defamatory, libelous, offensive or otherwise unlawful content in any City Data or data submitted by Contacts, or for any losses, damages, claims, or other actions arising out of or in connection with any data sent, accessed, posted or otherwise transmitted via the Solutions by City or Contacts.

3.3 Limitations on Use. City is responsible for all activity occurring under City's account(s) and shall comply with all applicable Privacy Laws (as defined below) and all other applicable laws and regulations in connection with City's use of the Services, including its provision of City Data to Everbridge. Where applicable, City shall obtain the required consent of Contacts to send communications through the Solutions. City shall use the Service in accordance with Everbridge's then applicable Acceptable Use Policy posted on www.everbridge.com. City shall promptly notify Everbridge of any unauthorized use of any password or account or any other act or omission that would constitute a breach or violation of this Agreement.

3.4 Security of Services. Everbridge's IT security and compliance program includes the following industry standards generally adopted by U.S. based SaaS providers: (i) reasonable and appropriate technical, organizational and security measures against the destruction, loss, unavailability, unauthorized access or alteration of City Data in the possession or under the control of Everbridge, including to ensure the availability of information following interruption to, or failure of, critical business processes; and (iii) a third party audit of its security controls as provided in the "Privacy and Security Compliance" link on www.everbridge.com. "Privacy Laws" means all United States federal and state laws and regulations regarding consumer and data protection and privacy.

4. TERM. This Agreement shall begin on the Effective Date and shall be for a term of 1 year. The City may extend the term of this Agreement for an additional year (1 year) by written notice to Everbridge, provided the City gives Everbridge written notice of its intent to extend the term at least 30 days before the expiration of this Agreement. The total duration of this Agreement, including the exercise of an option under this paragraph, shall not exceed 2 years. Services under an applicable Quote will begin as set forth in such Quote and shall continue for the initial term specified therein ("Initial Service Term"). If a Quote contains Services added to an existing subscription, such added Services shall be billed on a pro-rated basis and will be coterminous with the Initial Service Term or applicable renewal Service term ("Renewal Term"), unless otherwise agreed to by the parties

5. TERMINATION; SUSPENSION.

5.1 Termination by Either Party. Either Party may terminate this Agreement upon the other Party's material breach of the Agreement, provided that (i) the non-breaching Party sends written notice to the breaching Party describing the breach in reasonable detail; (ii) the breaching Party does not cure the breach within thirty (30) days following its receipt of such notice (the "Notice Period"); and (iii) following the expiration of the Notice Period, the non-breaching Party sends a second written notice indicating its election to terminate this Agreement.

5.2 Termination by Everbridge. If Client fails to pay any amounts due within thirty (30) days of their due date, Everbridge may terminate this Agreement or suspend the Services pursuant to the notice provisions above in Section 5.1. Termination for non-payment shall not relieve City of its outstanding obligations (including payment) under this Agreement. If Everbridge suspends

access to the Solution(s), City's account shall not be reactivated until City is in compliance with this Agreement and has paid all past due amounts plus a reconnection fee of up to the lesser of 10% of their annual Solution subscription or \$1,000.

5.3 Suspension. Everbridge may suspend the Solution or any portion, for (i) emergency network repairs, threats to, or actual breach of network security; (ii) any substantive violation by City of Section 3 or 6.2; or (iii) any legal, regulatory, or governmental prohibition affecting the Solution. In the event of a suspension under (i) or (iii), Everbridge shall use its best efforts to notify City through its City Portal and/or via email prior to such suspension and shall reactivate any affected portion of the Solution as soon as possible. In the event of suspension under (ii), Everbridge shall use best efforts to notify City within two (2) hours of such suspension.

6. PROPRIETARY RIGHTS.

6.1 Grant of License. Subject to the terms and conditions of this Agreement, Everbridge hereby grants to City, during the term of this Agreement, a limited, non-exclusive, non-transferable, non-sublicensable right to use the Solutions.

6.2 Restrictions. City shall use the Solution solely for its internal business purposes and shall not make the Solution available to, or use the Solution for the benefit of, any third party except as expressly set forth in this Agreement. City shall not (i) sell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Solution except as expressly set forth herein; (ii) modify or make derivative works based upon the Solution; (iii) reverse engineer the Solution; (iv) remove, obscure or alter any proprietary notices or labels on the Solution or any materials made available by Everbridge; (v) use, post, transmit or introduce any device, software or routine (including viruses, worms or other harmful code) which interferes or attempts to interfere with the operation of the Solution; (vi) defeat or attempt to defeat any security mechanism of any Solution, or (vii) access the Solution for purposes of monitoring Solution availability, performance or functionality, or for any other benchmarking or competitive purposes; provided, however, that this subpart (viii) shall not preclude City's ability to issue test messages as specified in Exhibit A. City shall not and shall not attempt to access the Everbridge systems programmatically except as set forth on the System Inclusion sheet for Everbridge Open APIs.

6.3 Reservation of Rights. The Solutions (including all associated computer software (whether in source code, object code, or other form), databases, indexing, search, and retrieval methods and routines, HTML, active server pages, intranet pages, and similar materials) and all intellectual property and other rights, title, and interest therein (including copyrights, trade secrets, and all rights in patents, compilations, inventions, improvements, modifications, extensions, enhancements, configurations, derivative works, discoveries, processes, methods, designs and know-how pertaining to any of the foregoing) (collectively, "IP Rights"), whether conceived by Everbridge alone or in conjunction with others, constitute Confidential Information and the valuable intellectual property, proprietary material, and trade secrets of Everbridge and its licensors and are protected by applicable intellectual property laws of the United States and other countries. Everbridge owns (i) all feedback and other information (except for the City Data) provided to Everbridge by Users, City and Contacts in conjunction with the Services, and (ii) all transactional, performance, derivative data and metadata generated in connection with the Solutions. Except for the rights expressly granted to City in this Agreement, all rights in and to the Solutions

and all of the foregoing elements thereof (including the rights to any work product resulting from Professional Services and those to any modification, extension, improvement, enhancement, configuration or derivative work of the Solutions or any the foregoing elements thereof) are and shall remain solely owned by Everbridge and its respective licensors, and City hereby assigns any such rights to Everbridge. Everbridge may use and provide Solutions and Professional Services to others that are similar to those provided to City hereunder, and Everbridge may use in engagements with others any knowledge, skills, experience, ideas, concepts, know-how and techniques used or gained in the provision of the Solutions or Professional Services to City, provided that, in each case, no City Data or City Confidential Information is disclosed thereby.

7. CONFIDENTIAL INFORMATION.

7.1 Definition; Protection. As used herein, "Confidential Information" means all information of a Party ("Disclosing Party") disclosed to the other Party ("Receiving Party"), whether orally, electronically, in writing, or by inspection of tangible objects (including, without limitation, documents or prototypes), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes without limitation, all City Data, all Everbridge Technology, and either Party's business and marketing plans, technology and technical information, product designs, reports and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose other than performance or enforcement of this Agreement without the Disclosing Party's prior written consent. If Receiving Party is compelled by law to disclose Confidential Information of Disclosing Party, including under the Freedom of Information Act or other public information request (i.e., "state sunshine" laws) it shall provide Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Disclosing Party's cost, if Disclosing Party wishes to contest the disclosure. Receiving Party shall protect the confidentiality of Disclosing Party's Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). Receiving Party shall retain Confidential Information in accordance with its standard records and data retention policies. Receiving Party shall promptly notify Disclosing Party if it becomes aware of any breach of confidentiality of Disclosing Party's Confidential Information.

7.2 Upon Termination. Upon any termination of this Agreement, the Receiving Party shall continue to maintain the confidentiality of the Disclosing Party's Confidential Information and, upon request and to the extent practicable, destroy all materials containing such Confidential Information. Notwithstanding the foregoing, either Party may retain a copy of any Confidential Information if required by applicable law or regulation, in accordance with internal compliance policy, or pursuant to automatic computer archiving and back-up procedures, subject at all times to the continuing applicability of the provisions of this Agreement.

8. WARRANTIES; DISCLAIMER.

8.1 Everbridge Warranty. Everbridge shall provide the Solutions in material compliance with the functionality and specifications set forth on the relevant Solution system inclusion sheet. Everbridge shall provide 24X7X365 customer support in accordance with its most recently published Support Services Guide. Professional Services shall be performed in a professional manner consistent with industry standards. THE FOREGOING REPRESENT THE ONLY WARRANTIES MADE BY EVERBRIDGE HEREUNDER AND EVERBRIDGE EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

8.2 Disclaimer. NEITHER EVERBRIDGE NOR ITS LICENSORS OR SERVICE PROVIDERS WARRANT THAT THE SOLUTION WILL OPERATE ERROR FREE OR WITHOUT INTERRUPTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL EVERBRIDGE HAVE ANY LIABILITY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE SOLUTION TO DELIVER AN ELECTRONIC COMMUNICATION, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF EVERBRIDGE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

8.3 SMS Transmission. CITY ACKNOWLEDGES AND AGREES THAT THE USE OF SMS SERVICES, ALSO KNOWN AS SMS MESSAGING OR TEXT MESSAGING, AS A MEANS OF SENDING MESSAGES INVOLVES A REASONABLY LIKELY POSSIBILITY FROM TIME TO TIME OF DELAYED, UNDELIVERED, OR INCOMPLETE MESSAGES AND THAT THE PROCESS OF TRANSMITTING SMS MESSAGES CAN BE UNRELIABLE AND INCLUDE MULTIPLE THIRD PARTIES THAT PARTICIPATE IN THE TRANSMISSION PROCESS, INCLUDING MOBILE NETWORK OPERATORS AND INTERMEDIARY TRANSMISSION COMPANIES. CITY FURTHER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT IT ASSUMES ALL RISK ASSOCIATED WITH ANY SUCH DELAY, LACK OF DELIVERY OR INCOMPLETENESS.

9. INDEMNIFICATION.

9.1 By Client. Client shall defend, indemnify and hold Everbridge harmless against any loss or damage (including reasonable attorneys' fees) incurred in connection with any third party claim, suit or proceeding ("Claim") arising out of any data sent, posted or otherwise transmitted via the Solution by Client or Contacts, or Client's breach of the tax provisions in Section 2 or any breach by Client of Sections 3 or 6.

9.2 By Everbridge. Everbridge shall defend, indemnify and hold Client harmless from and against any Claim against Client alleging that the Solution as contemplated hereunder infringes an issued patent or other IP Right in a country in which the Solution is provided to Client. **Indemnification Process.** The indemnifying party's obligations under this Section 9 are contingent upon the indemnified party (a) promptly giving notice of the Claim to the indemnifying party once the Claim is known; (b) giving the indemnifying party sole control of the defense and settlement of the Claim (provided that the indemnifying party may not settle such Claim unless such settlement unconditionally releases the indemnified party of all liability and does not adversely affect the indemnified party's business or service); and (c) providing the indemnifying party all available information and reasonable assistance. With respect to Everbridge's

indemnification obligations, if (x) any aspect of the Solution is found or, in Everbridge's reasonable opinion is likely to be found, to infringe upon the IP Right of a third party as specified above, or (y) the continued use of the Solution is enjoined, then Everbridge will promptly and at its own cost and expense at Everbridge's option: (i) obtain for Client the right to continue using the Solution; (ii) modify such aspect of the Solution so that it is non-infringing; or (iii) replace such aspect of the Solution with a non-infringing functional equivalent. If, after all commercially reasonable efforts, Everbridge determines in good faith that options (i) - (iii) are not feasible, Everbridge will remove the infringing items from the Solution and refund to Client on a pro-rata basis any prepaid unused fees paid for such infringing element. The foregoing remedies are Client's exclusive remedy for Claims for infringement of an IP Right. Everbridge shall have no obligation or liability for any claim pursuant to this Section to the extent arising from: (i) the combinations, operation, or use of the Solution supplied under this Agreement with any product, device, or software not supplied by Everbridge to the extent the combination creates the infringement; (ii) the unauthorized alteration or modification by Client of the Solution; or (iii) Everbridge's compliance with Client's designs, specifications, requests, or instructions pursuant to an engagement for Everbridge Professional Services relating to the Solution to the extent the claim of infringement is based on the foregoing.

10. LIABILITY LIMITS. To the maximum extent permitted by law, neither Party shall have any liability to the other Party for any indirect, special, incidental, punitive, or consequential damages, however caused, under any theory of liability, and whether or not the Party has been advised of the possibility of such damage. Except for its indemnification obligations under Section 9.2, notwithstanding anything in this Agreement to the contrary, in no event shall Everbridge's aggregate liability, regardless of whether any action or claim is based on warranty, contract, tort, indemnification or otherwise, exceed amounts paid or due by City to Everbridge hereunder during the 12 month period prior to the event giving rise to such liability. The foregoing limitations shall apply even if the non-breaching party's remedies under this Agreement fail their essential purpose.

11. MISCELLANEOUS.

11.1 Force Majeure; Limitations. Everbridge shall not be responsible for performance under this Agreement to the extent precluded by circumstances beyond Everbridge's reasonable control, including without limitation acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, labor problems, computer, telecommunications, Internet service provider or hosting facility failures, or delays involving hardware, software or power systems, and network intrusions or denial of service attacks. The Solution delivers information for supported Contact paths to public and private networks and carriers, but cannot guarantee delivery of the information to the recipients. Final delivery of information to recipients is dependent on and is the responsibility of the designated public and private networks or carriers. City acknowledges and agrees that territories outside the U.S. and Canada may have territorial restrictions resulting from applicable law, telecommunications or internet infrastructure limitations, telecommunications or internet service provider policies, or communication device customizations that may inhibit or prevent the delivery of certain SMS, text or other notifications, or restrict the ability to place or receive certain calls such as outbound toll free calls. Everbridge shall have no liability to the extent such restrictions impede the Solution.

11.2 Waiver; Severability. The failure of either Party hereto to enforce at any time any of the provisions or terms of this

Agreement shall in no way be considered to be a waiver of such provisions. If any provision of this Agreement is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision shall, to the extent required, be deemed deleted or revised, and the remaining provisions shall continue in full force and effect to the maximum extent possible so as to give effect to the intent of the parties. If it should appear that any provision hereof is in conflict with any statutory provision of the state of Utah, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform in such statutory provisions.

11.3 Assignment. Neither party may assign this Agreement to any third party except upon the other Party's prior written consent, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. Notwithstanding the foregoing, no such consent shall be required in the event of an assignment to an Affiliate or to a successor-in-interest to the business of the assigning Party resulting from a merger, reorganization, or sale of all or substantially all assets. Notwithstanding the above, neither Party shall assign this Agreement to any third party which is a competitor of the other Party. Any work or services assigned hereunder shall be subject to each provision of this Agreement and property bidding procedures where applicable as set forth in local, state or federal statutes, ordinance and guidelines. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the City.

11.4 Governing Law; Attorney's Fees. This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance. The U.N. Convention on Contracts for the International Sale of Goods shall not apply. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement, or any provisions thereof, shall be instituted and maintained only in any of the courts of competent jurisdiction in Summit County, Utah. The prevailing party in any action arising out of this Agreement shall be entitled to its reasonable attorneys' fees and costs.

11.5 Notices. Legal notices (i.e., claimed breach or termination) to be provided under this Agreement shall be delivered in writing (a) in person, (b) by nationally recognized overnight delivery service, or (c) by U.S. certified or first class mail to the other party as set forth on the signature page hereto. All legal notices shall be deemed to have been given upon receipt or, if under (c), three (3) business days after being deposited in the mail. Either party may change its address by giving notice of the new address to the other party pursuant to this Section and identifying the effective date of such change. Everbridge may provide all other notices to City's billing contact on the City Registration Form or, with respect to availability, upgrades or maintenance of the Solutions, to the Everbridge Support Center.

11.6 Equal Employment Opportunity. Everbridge, Inc. is a government contractor and is subject to the requirements of Executive Order 11246, the Rehabilitation Assistance Act and VEVRAA. Pursuant to these requirements, the Equal Opportunity Clauses found at 41 Code of Federal Regulations sections 60-1.4(a) (1-7), sections 60-250.4(a-m), sections 60-300.5 (1-11) and sections 60-741.5 (a) (1-6) are incorporated herein by reference as though set forth at length, and made an express part of this Agreement.

11.7 Export Compliant. Neither Party shall export, directly or indirectly, any technical data acquired from the other pursuant to this Agreement or any product utilizing any such data to any country for which the U.S. Government or any agency thereof at the time of export requires an export license or other governmental approval without first obtaining such license or approval.

11.8 U.S. Government End-Users. The Solutions and related documentation are "commercial items" as defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, U.S. government customers and end-users acquire licenses to the Solutions and related documentation with only those rights set forth herein.

11.9 Changes. Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

11.10 Prohibited Interest. No member, officer, or employee of the City shall have any interest, direct or indirect, in this Agreement or the proceeds thereof.

11.11 Independent Contractor Relationship. The parties intend that an independent Service Provider/City relationship will be created by this Agreement. No agent, employee, or representative of one Party shall be deemed to be an employee, agent, or representative of the other Party for any purpose, and the employees of one Party are not entitled to any of the benefits the other Party provides for its employees. The Parties will be solely and entirely responsible for its acts and for the acts of its agents, employees, subcontractors or representatives during the performance of this Agreement. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work.

11.12 Compliance with Laws. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, and local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Service Provider specifically agrees to pay any applicable fees or charges which may be due on account of this Agreement.

11.13 Insurance. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, their agents, representatives, employees, or subcontractors. The Service Provider shall provide a Certificate of Insurance evidencing:

- A. General Liability insurance written on an occurrence basis with limits no less than two million dollars (\$2,000,000) combined single limit per occurrence and four million dollars (\$4,000,000) aggregate for personal injury, bodily injury and property damage. The Service Provider shall increase the limits of such

insurance to at least the amount of the Limitation of Judgments described in Section 63G-7-604 of the Governmental Immunity Act of Utah, as calculated by the state risk manager every two years and stated in Utah Admin. Code R37-4-3.

- B. Automobile Liability insurance with limits no less than two million dollars (\$2,000,000) combined single limit per accident for bodily injury and property damage.
- C. Professional Liability (Errors and Omissions) insurance written on claims made basis with annual limits no less than one million dollars (\$1,000,000) combined single limit per occurrence.
- D. Workers Compensation insurance limits written as follows: Bodily Injury by Accident \$500,000 each accident Bodily Injury by Disease \$500,000 each employee, \$500,000 policy limit
- E. The City shall be named as an additional insured on general liability and auto liability insurance policies, as respect to work performed by or on behalf of the Service Provider and a copy of the endorsement naming the City as an additional insured shall be attached to the Certificate of Insurance. The Certificate of insurance shall warrant that, should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. The City reserves the right to request certified copies of any required policies.
- F. The Service Provider's insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

11.14 General. This Agreement, including its Exhibits and any Quote, constitutes the entire agreement between the Parties and supersedes all other agreements and understandings between the Parties, oral or written, with respect to the subject matter hereof, including any confidentiality agreements. This Agreement shall not be modified or amended except by a writing signed by both Parties. ANY NEW TERMS OR CHANGES INTRODUCED IN A PURCHASE ORDER OR OTHER DOCUMENT ARE VOID AND OF NO FORCE OR EFFECT. EVERBRIDGE'S ACKNOWLEDGEMENT OF RECEIPT OF SUCH DOCUMENT OR ACCEPTANCE OF PAYMENT SHALL NOT CONSTITUTE AGREEMENT TO ANY TERMS OTHER THAN THOSE SET FORTH IN THIS AGREEMENT. There are no third party beneficiaries to this Agreement. Any right, obligation or condition that, by its express terms or nature and context is intended to survive the termination or expiration of this Agreement, shall survive any such termination or expiration hereof. This Agreement, and any other document referencing and governed by this Agreement may be executed in one or more counterparts, each of which shall be deemed an original but which together shall constitute the same agreement. Each Party agrees to be bound by its digital or electronic signature, whether transmitted by fax machine, in the form of an electronically scanned image (e.g., in .pdf form), by email, or by other means of e-signature technology, and each Party agrees that it shall accept the signature of the other Party transmitted in such a manner.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives.

EVERBRIDGE, INC.
500 N. Brand Blvd., Suite 1000
Glendale, California 91203

For legal notice:
Attention: Legal Department


everbridge
LEGAL APPROVED
By Sana Shah at 2:33 pm, Feb 17, 2016



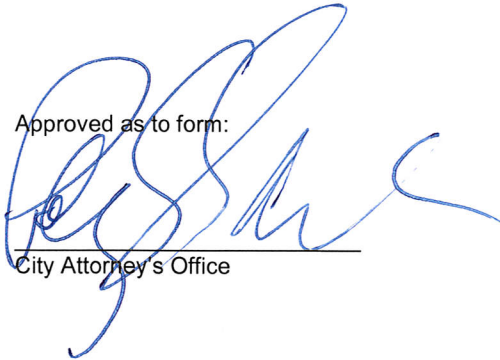
PARK CITY MUNICIPAL CORPORATION
445 Marsac Avenue
Post Office Box 1480
Park City, UT 84060-1480


Diane Foster, City Manager

Attest:


Michelle Kellogg
City Recorder's Office

Approved as to form:


City Attorney's Office

EVERBRIDGE, INC.

500 N. Brand. Blvd., Suite 1000
Glendale, CA 91203

Tax ID#: 26-2919312



Signature

JAIME W. EUBERTSON

Printed name

CEO

Title

COMMONWEALTH OF MASSACHUSETTS

)

) ss.

MIDDLESEX COUNTY

)

On this 17TH day of FEBRUARY, 2016, personally appeared before me JAME EUERTSON, whose identity is personally known to me/or proved to me on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is the CEO (title or office) of EVERBRIDGE, INC. Corporation by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she signed it voluntarily for its stated purpose as CEO (title) for Everbridge, Inc., a Delaware corporation.

Notary Public

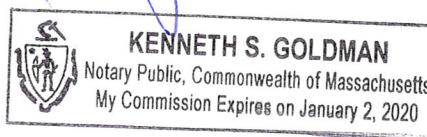


EXHIBIT A
Additional Business Terms

The following additional business terms are incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

Nixle® Branded Products and Community Engagement:

1. City grants to Everbridge a non-exclusive, royalty free, worldwide and perpetual right and license (including sublicense) to (a) use, copy, display, disseminate, publish, translate, reformat and create derivative works from communications City sends through the Solutions for public facing communications to citizens, other public groups and public facing websites, including social media (e.g., Google®, Facebook®) (collectively, "**Public Communications**"), (b) use and display City's trademarks, service marks and logos, solely as part of the Public Communications to Contacts who have opted in to receive those Communications, and on other websites where Everbridge displays your Public Communications, as applicable, and (c) place a widget on City's website in order to drive Contact opt-in registrations. City further acknowledges and agrees that all personal information from individuals registering through such widget is owned expressly by Everbridge and such information will be governed by the applicable Privacy Policy.

Everbridge Branded Products:

"**Data Feed**" means data content licensed or provided by third parties to Everbridge and supplied to City in connection with the Solution (e.g., real time weather system information and warnings, 911 data, third party maps, and situational intelligence).

"**Incident Administrator**" means an individual who is authorized by City as an organizational administrator for the Incident Management or IT Alerting Solution.

"**Incident Operator**" means an individual who is authorized by City as an operator of the Incident Management or IT Alerting Solution.

1. **Data Feeds.** Notwithstanding anything to the contrary in this Agreement, to the extent that City has purchased or accesses Data Feeds, such feeds are provided solely on an "AS IS" and "AS AVAILABLE" basis and Everbridge disclaims any and all liability of any kind or nature resulting from any inaccuracies or failures with respect to such Data Feeds. The sole and exclusive remedy for any failure, defect, or inability to access the content of such Data Feed shall be to terminate the Data Feed with no further payments due.
2. **Incident Management/IT Alerting.** For City's purchasing the Incident Management or IT Alerting Solution, unless designated as unlimited: (a) City may only designate the number of Users set forth on the Quote, and such individuals shall only have the access rights pursuant to such designation and role; (b) Incident Administrators shall have the ability to build incident templates, report on incidents, and launch incident notifications; (c) Incident Operators shall only have the ability to launch or manage incidents; (d) IT Alerting Users shall have the ability to build, launch or manage incidents as well as participate in an on-call schedule to receive IT outage notifications, and (e) City shall be provided the number of incident templates purchased pursuant to the Quote.
3. **Secure Messaging.** For Customers purchasing peer to peer secure messaging solutions ("**Secure Messaging**"), Everbridge shall comply with all applicable privacy laws including, the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**"), Health Information Technology for Economic and Clinical Health Act ("**HITECH Act**"), and the Gramm-Leach-Bliley and the Fair Credit Reporting Act, as applicable based on solution purchased. Any Business Associate Agreement executed in connection with this Agreement shall be incorporated and made a part of this Agreement. Customer acknowledges and agrees that Secure Messaging solutions are intended to deliver non-critical, non-emergency messages between users as a convenience to facilitate communications and are not intended for or suitable for use in situations where a failure or time delay of, or errors or inaccuracies in, the content, data or information provided through the services could lead to death, personal injury or property damage.

Non-Critical Messaging

1. If City is using the solution to send non-emergency calls, text messages or emails to consumers, City expressly agrees to comply with the Telephone Consumer Protection Act of 1991, including its implementing regulations, the CAN-SPAM Act of 2003, and any other similar laws and regulation (collectively, "**Consumer Protection Law**"). City shall not violate these or others applicable laws and warrants that it shall receive express consent from Contacts if its messages fall within these Consumer Protection Laws. City shall defend, indemnify and hold Everbridge harmless from any violation by City of Consumer Protection Law. City further agrees, that any marketing or sales related text messages will comply with the policies and guidelines of the Mobile Marketing Association. More information can be found at <http://mmaglobal.com/policies>.

EXHIBIT B
IPAWS- CMAS/WEA Addendum

This addendum is incorporated by reference into the Agreement as applicable based on the particular products and services described on the Quote.

1. IPAWS Authorization: City represents and warrants to Everbridge that any employee, agents, or representatives of City who access IPAWS-OPEN using City's credentials provided by FEMA (each, an "IPAWS User"), are authorized by FEMA to use IPAWS-OPEN, have completed all required training, and City has executed an IPAWS Memorandum of Agreement ("MOA") with FEMA. City shall contact Everbridge immediately upon any change in City or any IPAWS User's right to access IPAWS-OPEN. City shall only access IPAWS-OPEN using its designated credentials and FEMA issued digital certificate ("Digital Certificate"). City acknowledges and agrees that Everbridge shall not have access to its credentials and that City assumes full responsibility for maintaining the confidentiality of any credentials issued to it. City shall be solely responsible for any and all claims, damages, expenses (including attorneys' fees and costs) that arise from any unauthorized use or access to IPAWS-OPEN.
2. Credentials: City shall load and maintain within its Everbridge account Organization, its Digital Certificate, COG ID, and Common Name. City authorizes and requests Everbridge to use the foregoing stored information to connect City to IPAWS-OPEN.
3. Messaging: City acknowledges and agrees that: (i) upon submission of messages to IPAWS-OPEN, Everbridge shall have no further liability for the distribution of such message, and that the distribution through IPAWS-OPEN, including, but not limited to, delivery through the Emergency Alert System or the Commercial Mobile Alert System, is in no way guaranteed or controlled by Everbridge; (ii) Everbridge shall not be liable as a result of any failure to receive messages distributed through IPAWS-OPEN; (iii) IPAWS may include additional features not supported through the Everbridge system, and Everbridge shall not be required to provide such additional features to City; and (iv) City shall be solely responsible and liable for the content of any and all messages sent through IPAWS-OPEN utilizing its access codes.
4. Term: City acknowledges and agrees that access to IPAWS-OPEN shall be available once City has provided Everbridge with the Digital Certificate and any other reasonably requested information to verify access to the system. Upon termination of the Agreement access to IPAWS-OPEN shall immediately terminate. In addition, Everbridge may immediately terminate, without liability, access to IPAWS-OPEN, if City breaches this Addendum, the MOA, or FEMA changes the IPAWS-OPEN system so that it materially change the business terms and/or feasibility for Everbridge to provide such access.



155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA

tel: +1-818-230-9700
fax: +1-818-230-9505

www.everbridge.com

Quotation

Prepared for:

Hugh Daniels
Park City Municipal Corporation
PO Box 1480
Park City UT 84060
United States
Ph: 4356155185
Fax:
Email: hdaniels@parkcity.org

Quote #: Q-01737
Date: 3/7/2017
Expires On: 12/18/2017
Confidential

Salesperson: Lindsay Rogers
Phone: 818-230-9585
Email: lindsay.rogers@everbridge.com

Contract Summary Information:

Contract Period:	2 Months
Contract Start Date:	12/18/2017
Contract End Date:	2/17/2018

Contact Summary:

Household Count:	12,098
Employee Count:	

Qty	Description	Price
2	Everbridge Additional Organization	USD 0.00
12,098	Everbridge Mass Notification (MN) Additional Households	USD 1,825.90

Pricing Summary:

Year One Fees:	USD 1,825.90
One-time Implementation and Setup Fees:	USD 860.00
Professional Services:	USD 0.00
Total Year One Fees Due:	USD 2,685.90

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Supplemental Notes:

- Client is adding 12,098 Households for a total Household count of 14,994.
- Household count on this quote is for Summit County less Park City
- Fees are prorated for a 2 month period. Annual fee going forward will be \$10,750 for the additional households.

Authorized by Everbridge:**Signature:****Date:**

Name (Print):**Title:**

To accept this quote, sign, date and return:**Signature:****Date:**

Name (Print):**Title:**

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Pasadena, CA 91101 USA
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THANK YOU FOR YOUR BUSINESS!



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Quotation

Prepared for:

Hugh Daniels
Park City Municipal Corporation
PO Box 1480
Park City UT 84060
United States
Ph: 4356155185
Fax:
Email: hdaniels@parkcity.org

Quote #: Q-08962
Date: 10/20/2017
Expires On: 2/17/2018
Confidential

Salesperson: Jamie DiCesare
Phone:
Email: jamie.dicesare@everbridge.com

Contract Summary Information:

Contract Period:	12 Months
Contract Start Date:	2/18/2018
Contract End Date:	2/17/2019
Contract Option Years (in months)	24 Months

Contact Summary:

Household Count:	14,994
Employee Count:	

Qty	Description	Price
1	Everbridge Mass Notification (MN) with Unlimited Domestic Minutes	USD 16,150.00
1	Everbridge IPAWS Notification	USD 0.00
1	Everbridge Community Engagement	USD 4,000.00
4	Ten Additional Keywords	USD 0.00
1	Everbridge Mobile Application	USD 0.00
2	Everbridge Additional Organization	USD 0.00
20	Consulting Services - Per hour fee (Remotely delivered)	USD 5,000.00

Pricing Summary:

Year One Fees:	USD 20,150.00
One-time Implementation and Setup Fees:	USD 0.00
Professional Services:	USD 5,000.00
Total Year One Fees Due:	USD 25,150.00

Option Years:

Contract Option Years (in months)	24 Months
Ongoing Annual Fees :	USD 20,150.00

1. Additional rates apply for all international calls.
2. Quote subject to the terms and conditions of the service agreement, including any amendments, executed between Everbridge, Inc. and the customer listed above.
3. Subject to sales taxes where applicable.
4. Except for currency designation, the supplemental notes below, if any, supplied in this Quote are for informational purposes and not intended to be legally binding or override negotiated language of the Everbridge Inc. Service Agreement.

Supplemental Notes:

This quote assists the Park City Municipal Corporation in exercising their second option year of the four written into the original contract signed in 2016.

Household Count on this Quote includes Park City and Summit County.

Authorized by Everbridge:

Signature:

Date:

Name (Print):

Title:

To accept this quote, sign, date and return:

Signature:

Date:

Name (Print):

Title:

155 North Lake Avenue, Suite 900
Pasadena, CA 91101 USA
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Fax: +1-818-230-9505

THANK YOU FOR YOUR BUSINESS!

AGREEMENT BETWEEN
SUMMIT COUNTY
AND
PARK CITY MUNICIPAL CORPORATION
FOR EMERGENCY MASS NOTIFICATION SERVICES (EMNS)

THIS AGREEMENT made and entered into this _____ day of December, 2017, by and between SUMMIT COUNTY, 601 Main St., P. O. Box 128, Coalville, Utah 84017, a political subdivision of the State of Utah hereinafter referred to as the "County", and PARK CITY MUNICIPAL CORPORATION, 445 Marsac Ave., P. O. Box 1480, Park City, Utah, 84060, a municipal corporation of the State of Utah hereinafter referred to as "Park City", and may be referred to a "party" or "the parties".

WHEREAS, mass notification services provide an important means to notify the citizens residing in the boundaries of Summit County of disasters, emergencies, large events and other important matters, thereby promoting the health, safety and welfare of the citizens residing in Summit County; and

WHEREAS, the parties will benefit by reduced fees for mass notification services to the citizens of their respective jurisdictions by entering into this Agreement while maintaining autonomy of notifications in their respective jurisdictions; and

WHEREAS, the parties desire to benefit from the mass notification services provided in accordance with the Agreement and the cost savings associated therewith; and

WHEREAS, Park City has entered into an EMNS agreement more particularly described below for citywide mass notification services to promote the health safety and welfare of citizens residing in Park City; and

WHEREAS, the parties to this Agreement desire to enter into this Agreement to provide for the funding and use of the mass notification system; and

WHEREAS, the parties agree that a single mass notification system provides for less confusion and better services for both Summit County and Park City; and

WHEREAS, the County agrees that joining the existing Park City EMNS agreement is expedient and provides a more dynamic set of mass notification services; and

WHEREAS, the parties desire to set forth the terms of their agreement and the parties respective rights and

obligations in this Agreement;

NOW, THEREFORE, that Summit County and Park City Municipal Corporation enter into this agreement in consideration of the mutual promises, terms, and conditions set forth herein, it is agreed as follows:

1. AGREEMENT WITH EVERBRIDGE. Park City has entered into a Quote, Service Agreement and IPAWS Addendum to Service Agreement with Everbridge, Inc., dated February 17, 2017 (the "Mass Notification Agreement"), in the form attached hereto as Exhibit A, allowing Park City to utilize the mass notification services provided by Everbridge. Upon entering into this Agreement and payment of fees to Park City as provided herein, the County may participate in the Everbridge mass notification services as provided in the Mass Notification Agreement.

2. FUNDING AND APPORTIONMENT OF MASS NOTIFICATION
EXPENSE.

a. Park City's next renewal option date for Everbridge mass notification services is February 18, 2018. To facilitate the County's joining the EMNS agreement as soon as possible, Park City agrees to amend the initial contract to include the addition of the Summit County households outside the Park City Municipal limits from the period of December 18, 2017 to

February 18, 2017.

b. A quote from Everbridge which outlines the two month period to add the additional Summit County Households, two additional organizations (which is the term Everbridge uses to refer to notification groupings), and implementation fees is shown in Exhibit B. The total of \$2,685.90 will be due to Park City from Summit County in one payment within 15 days of the execution of this Agreement from Summit County to Park City.

c. Starting in February 18, 2018, the parties agree that the total cost of the EMNS system will be split on a pro rata basis based on population converted by Everbridge to households, including businesses, as described below with the exception of the Community Engagement component which will be split fifty percent each (50% Park City/50% Summit County).

d. Beginning with the February 18, 2018 renewal of the "Mass Notification Agreement" all of Summit County households including Park City's will be included in a single invoice for the existing Park City Mass Notification Agreement which is outlined in Exhibit C. Each party's share will be invoiced based on the following Everbridge formula;

Summit County total households, including

businesses, less Park City households equals 12,098 or 80.69%.

Park City total households, including businesses, equals 2,896 or 19.31%.

1. Summit County - total annual contract price of \$25,150 (including "professional services") less Community Engagement Fee of \$4,000 equals \$21,150 times 80.69% equals \$17,065.94 plus \$2,000 (50% of Community Engagement Fee) for a total of \$19,065.94

2. Park City - total annual contract price of \$25,150 (including "professional services") less Community Engagement Fee of \$4,000 equals \$21,150 times 19.31% equals \$4,084.06 plus \$2,000 (50% of Community Engagement Fee) for a total of \$6,084.06.

e. In the subsequent years of the Mass Notification Agreement, the County's pro rata share of the contract price of the Mass Notification Agreement will be based on the number of households in their jurisdiction less the households in Park City's jurisdiction times the Mass Notification Agreement contract price per household (not including Community Engagement) plus 50% of the Community Engagement Fee. The number

of households in a respective jurisdiction is determined by Everbridge as follows: Population divided by 2.6, equals total households, including businesses. The population used in the formula will be determined by the most recent United States Census figures.

f. The County shall promptly pay Park City in advance for the next succeeding year for their respective share of the Mass Notification Agreement contract price. The percentage of the expenses due from each party will be recalculated in the event updated US Census figures are released during the term of this Agreement and will be effective for the next payment period.

Any additional fees not mutually agreed upon by the parties incurred by Park City or the County, including but not limited additional organizations, keywords and training not listed in the quote, and new implementation fees will be paid by the party incurring the fee or service.

3. Payment. Park City shall send an invoice to the County for the amount of their respective share of the Mass Notification Agreement contract price. Park City shall include the detail calculating each party's contract price share. The County's

contract price share will be allocated by the formula as provided in the preceding Section 2.e. The County shall pay the Park City not less than thirty (30) days prior to commencement of the next contract year or within 30 days of receipt of an invoice from the Park City, whichever is later.

4. COORDINATION. The parties shall meet at least annually to coordinate use of the mass notification services and to discuss issues regarding the services. Each Party's Emergency Manager or their designee shall jointly facilitate this meeting and include additional users as required.

5. MASS NOTIFICATION AGREEMENT COMPLIANCE. All parties to this Agreement shall comply with all terms and conditions of the Mass Notification Agreement, the County agrees to be bound by the terms and conditions of the Mass Notification Agreement only, and does not make the County a party to the Mass Notification Agreement.

In the event any party to this Agreement breaches any term or condition of the Mass Notification Agreement, and fails to timely cure any such breach, the breaching party to this Agreement shall indemnify and hold harmless all non-breaching parties to this Agreement for all claims, injuries or damages

resulting from the breaching party to this Agreement's acts or omissions, including but not limited to court costs and attorney's fees incurred as a result of the breaching party to this Agreement's acts or omissions. The indemnification obligations hereunder, or as provided in any section of this Agreement, shall not be considered a waiver of the protections and immunities afforded by the Utah Governmental Immunity Act (Utah Code Section 63G-7- 101, *et. seq.*)

6. INSURANCE. Both parties of this Agreement shall maintain an insurance policy that covers activities that it may undertake under this Agreement. The scope of the policy must include, at a minimum, coverage of employee faulty workmanship and other negligent acts, errors, or omissions, and coverage for meeting the indemnity conditions. Both parties must carry insurance to protect against risks associated with participation of the Agreement.

7. HOLD HARMLESS AND INDEMNITY. Each party agrees to indemnify, defend, and hold harmless each other party from and against any claims, lawsuits, liability, damages, loss, costs or expense, including attorney's fees incurred as a result of bodily injury, death, personal injury or damage to property caused by or arising out of the intentional, wrongful, or

negligent acts or omissions of the responsible party.

Notwithstanding the foregoing sentence, no party waives any defenses or immunity available under the Utah Governmental Immunity Act (Chapter 63-30, Utah Code Annotated), nor does any party waive any limits of liability currently provided by the Act.

8. IMMUNITY OF GOVERNMENTAL ENTITIES FROM SUIT.

Notwithstanding the waiver of immunity provisions of Utah State Code Section 63-30d-301, a governmental entity, its officers, and its employees are immune from suit for any injury or damage resulting from the implementation of or the failure to implement measures to respond to a national, state, or local Emergency, a public health Emergency as defined in Utah State Code Section 26-23b-102, or a declaration of the President of the United States of other federal official requesting public health related activities.

NO WAIVER OF GOVERNMENTAL IMMUNITY: INSURANCE. Nothing herein shall be deemed a waiver by any party of any immunity provided by law to such party or an extension of any limits of liability applicable to such party nor shall this agreement be construed as an agreement to indemnify, hold harmless, or in any way to assume liability for personal injury, death or property damage

caused by the negligence of the other party. Each party agrees to make provision for insurance coverage, through independent contact or self-insurance, to meet such liability as may be imposed upon it through statutory waiver of immunity or as otherwise provided by law.

9. NOTICE. A party of this Agreement who becomes aware of a claim or suit that in any way, directly or indirectly, contingently or otherwise, affects or might affect the other party of this Agreement, shall provide prompt and timely notice to the other party that may be affected by the suit or claim. Each party reserves the right to participate in the defense of such claims or suits as necessary to protect its own interests.

Notice provided for in this Agreement shall be sent by certified mail to the addresses designated for the parties on the last page of this Agreement.

10. WITHDRAWAL. Any party of this Agreement may withdraw from this Agreement by providing written notice of its intent to withdraw to the City or County Manager at least forty-five (45) days prior to the renewal date of the Mass Notification Agreement (February 18).

11. TERM OF AGREEMENT. This Agreement shall be in effect as long as the Mass Notification Agreement is in effect. The roles and responsibilities of both parties shall be as set forth herein and this agreement is limited in its scope and effect as identified.

12. MODIFICATION. Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

13. NONDISCRIMINATION.

a. In the performance of this Agreement, the parties will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular worker involved. The parties shall ensure that employees are treated during employment without discrimination because of their race, creed, color,

national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap. The parties shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state and federal laws prohibiting discrimination in employment.

14. SEPARABILITY. If any portion of this Agreement or its application to specific circumstances is held invalid by a court, the remainder of the Agreement and its application to other circumstances shall be unaffected.

15. NO SEPARATE ENTITY. This agreement does not create a separate legal or administrative entity and no third party rights are created by the enactment of this agreement. Neither party may assign their interest in this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

SUMMIT COUNTY
P O Box 128
Coalville, UT 84017

BY: _____

Attest:

Approved as to Form:

PARK CITY MUNICIPAL CORPORATION

P. O. Box 1480
Park City, UT 84060

Diane M. Foster, City Manager

Attest:

Michelle Kellogg, City Recorder

Approved as to Form:

City Attorney's Office



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

The BOARD software is essential to the operations of the budget department. The fixes that Neubrain will be making include fixes for the personnel module, fixes for the reports that BOARD runs, and will make the budget process and budget document development possible.

Respectfully:

Kory Kersavage, Budget Analyst

City Council



Subject: BOARD Software Contract
Author: Kory Kersavage
Department: Budget, Debt & Grants
Date: January 4, 2017
Type of Item: Consent

Recommendation:

Staff recommends that Council authorize the City Manager to amend the contract for software maintenance with Neubrain entered into in August 2017, enabling Neubrain (software provider) to update and streamline some functionality in the BOARD software and reporting mechanisms. In addition, our City's Attorney's Office and IT Department have updated their insurance and liability requirements, which need to be incorporated into the latest contract.

Executive Summary:

The BOARD software is essential to the operations of the operating and capital budget and strategic planning processes of the City. The current software maintenance contract covers the work involved in fixing bugs for the base software system, however, the City's version of the software is tailored specifically for the City's needs as a layer on top of the base system. This additional layer is in need of a software tune-up. Five years ago when the software was formulated for the City's needs it was impossible to determine every single use perfectly. Overtime new needs, efficiencies and requirements have arisen. In addition, our City's Attorney's Office and IT Department have updated their insurance and liability requirements, which need to be incorporated into the latest contract.

Acronyms:

BFO – Budgeting for Outcomes
SQL – Structured Query Language

Background:

The BOARD Software is a crucial component of the operating and capital budgeting process as well as the strategic planning hub for performance measures and Council-directed action items. This software allows us to budget by program throughout the City, and to link individual programs and services to Council's Goals, Priorities, and Desired Outcomes. This software has also been tailored to Park City's specific needs and saves hundreds of frustrating hours every year during the budget process.

The software and software maintenance is provided to the City via BOARD (base system), while Neubrain customized the software (additional layer) to the City's needs. Since 2012 the Budget department has adjusted components of the additional layer of the software as budgeting needs and processes have changed. Over time these changes have led to certain elements that Neubrain designed for us to stop working.

The purpose of this contract amendment is to update and streamline the elements that aren't operating in an ideal state, and to also provide training to the budget department about how to make adjustments without causing inefficiencies in the future.

Personnel – Importing personnel data is reliant on linking to the Eden software system through SQL. Sometimes Eden HR schematic data changes, which causes the Board software issues. In the past, we've been able to patch these types of issues ourselves, but as personnel data changes overtime it's grown beyond our ability. It's customary to pay for linking two propriety systems together for ease of use. The SQL link is not part of the base software package. We've also noted several areas of improvements in the personnel screens that we didn't include in the original requirements upon purchasing the software. These areas can be greatly improved in terms of efficiency and usability with Neubrain's help.

Reporting – The Board software is a business intelligence system designed to house large amount of inter-relational databases. This data must be curated and organized based off of current reporting needs. The reporting, designed by Neubrain, is housed in Microsoft Suite applications (Word) through visual basic coding. As our reporting changes and turns toward priorities it's imperative that the reports generated reflect Council's most pressing concerns.

Training – With new budget analysts it becomes imperative that they are trained in the complicated world of relational databases. All of the City's operating and capital budget data as well as performance measurement and strategic planning data is housed in the Board system. This complicated web of database tables (or cubes in this case) was designed specifically for Park City by Neubrain. Having Neubrain train our new analysts in understanding these databases is the fastest and most efficient way for them to understand it.

Insurance and Liability update – In the last couple of months the IT department and City Attorney's office have worked together to create guidelines for contracts that are entered into with software providers. The software maintenance contract will be amended in order to fit within the guidelines that have been set. The two changes that need to be made are: 1) to include an exhibit B "Technology Support, Infrastructure & Security", which will set guidelines for when 3rd parties are accessing our servers among other security issues, and 2) to update the insurance terms in the contract to include Data Breach and Privacy / Cyber Liability Insurance and Technology Errors and Omissions Insurance, the detail of which are included in the scope of service below.

A description of the scope of services that will be provided by Neubrain in this contract amendment is as follows:

- a. **SCOPE OF SERVICE**. The Scope of Services shall be amended as follows: The Service Provider shall perform such additional services and accomplish such tasks, as set forth in the "Statement of Work"

- b. **FEES.** The amended scope of service shall increase the not to exceed fee by Nineteen Thousand Four Hundred and Twenty-Three dollars (\$19,423) total fee for the Project shall not exceed One-Hundred Three-Thousand Twenty-Three Dollars (\$103,023.00).
- c. Service Provider shall abide by the requirements in Exhibit B "Technology Support, Infrastructure & Security" which is attached hereto and incorporated herein.
- d. **INSURANCE** – Paragraph 8 of the Original Agreement INSURANCE is amended to include the following provisions:
- F. Data Breach and Privacy / Cyber Liability Insurance including coverage for failure to protect confidential information and failure of the security of the Service Provider's computer systems or the City's systems due to the actions of the Service Provider which results in unauthorized access to the City's data. The limit applicable to this policy shall be no less than \$4,000,000 per occurrence, and must apply to incidents related to the Cyber Theft of the City's property, including but not limited to money and securities.
- G. Technology Errors and Omissions Insurance with a limit of not less \$4,000,000 for damages arising from computer related services including but not limited to the following:
- Consulting;
 - Data Processing;
 - Programming;
 - System Integration;
 - Hardware or Software Development;
 - Installation;
 - Distribution or Maintenance;
 - Systems Analysis Or Design;
 - Training; and
 - Staffing or Other Support Services.

1.0 Estimated Project Scope:

The scope of the work is to provide BOARD Budgeting Application support services to troubleshoot and resolve as many of the City's reporting application issues that are possible to fix within eighty (80) hours. (This equates to ten (10) work days or two (2) work weeks). The additional support services outlined here will continue under this First Amendment until eighty (80) hours have been exhausted. If any issues remain after the completion of the terms set forth in this SOW, then the remaining issues will remain unresolved unless the City and Service Provider enter into a Second Amendment pursuant to Section 21 of to the Original Agreement..

Funding Source:

The total cost of this amendment is a one-time fee of \$19,423. It will increase the shall not exceed clause in the original contract signed August of 2017 to \$103,023. The additional cost for this contract shall be paid for out of the Contract Services line of the Budget Dept. budget.

Alternatives:

A. City Council should do the following:

Staff recommends that Council consent to entering into the Contract agreement with Neubrain for \$19,423.

B. Deny:

Council may elect to not amend the contract. The budget department would search for an alternative method for developing the budget.

C. Modify:

Council may elect to change the terms of the contract.

D. Continue the Item:

The decision would be delayed until January.

E. Do Nothing:

This has the same effect as Alternative B.

Significant Impacts:

This would fix key components of the software and allow for an efficient budget process.

Consequences of not taking the recommended action:

If the recommended action is not taken, the Budget Dept would have to determine how to fix some of the poorly functioning areas on their own, which may delay budget processes.

Department Review:

Budget, Debt, & Grants Department, Legal, and City Manager

Summary Recommendation:

Staff recommends that Council consent to a contract amendment with Neubrain for \$19,423 in order to repair elements of the BOARD software.

Attachments:



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Park City operates and maintains over 120 miles of pipe in the water distribution system. Outlined in this report is a recommendation for approval of a professional services agreement to update our unidirectional flushing program.

Respectfully:

Kyle MacArthur, Water Operations Team Leader



City Council Staff Report

Subject: Unidirectional Flushing Program Update Professional Services Agreement
AECOM
Author: Kyle MacArthur, Water Distribution Manager
Department: Public Utilities, Water
Date: 1/4/2018
Type of Item: Administrative

Summary Recommendation

Staff recommends Council authorize the City Manager to execute a Professional Services Agreement, in a form approved by the City Attorney, with AECOM for the Unidirectional Flushing Program Update project in an amount of \$65,094.

Executive Summary

Park City operates and maintains over 120 miles of pipe in the water distribution system. Outlined in this report is a recommendation for approval of a professional services agreement to update our unidirectional flushing program.

Acronyms

AWWA	American Water Works Association
BMP	Best Management Practices
UDF	Unidirectional Flushing
WRF	Water Research Foundation

The Problem

All water systems naturally accumulate contaminants, such as iron and manganese, on the walls of their distribution system pipes. Park City is unique with accumulation of additional metals from historic mining activities such as arsenic, lead, and thallium. Park City has an aggressive unidirectional flushing (UDF) program that is aimed at mobilizing these contaminants and removing them from the distribution system. This is achieved by closing certain valves and opening others in order to force the water down a defined path at a higher than normal velocity, thereby scouring the pipe walls and carrying the contaminants out of the system through a fire hydrant.

The original program was designed in the year 2000 and consists of a series of several hundred “pipe runs”, each with their own sequence of valves to be turned and hydrants to be opened. Because the water system has changed and grown over the last 17 years, this program needs to be updated with the current infrastructure in mind. Based on results of Park City's participation in the Water Research Foundation (WaterRF) Project entitled *Metals Accumulation and Release in the Distribution System – Evaluation and Mitigation, 2016*, the report findings recommend that UDF be conducted at least annually and at increased flushing velocities over the original program's design.

Increased velocities require that the target durations of the UDF runs need to be recalculated.

The results of this work are required to implement an advanced water main cleaning program including such methods as swabbing and ice pigging. Staff will continue to evaluate implementation costs and schedules as we continue with an active UDF program.

With the introduction of Park City's Stormwater Program, staff also identified a need to establish best management practices (BMP) to mitigate the impact to the stormwater system and natural waterways during high volume flushing.

Background

In 2016, Park City completed a WaterRF study in partnership with Confluence Engineers and USU that showed, along with recent water quality samples, high velocity UDF to be an effective, low impact method of contaminant removal and it was decided to make annual UDF a workload priority. In doing so, staff struggled with making the work happen efficiently, given that operators were attempting to modify the old, paper program on the fly and in their heads. Because of this, the need for a well-documented, easily modifiable program was identified. Staff requires a completely revamped program that we can then take ownership of and modify in-house as needed going forward. As a result of staff operating this program, no future consultant-led updates to the program are anticipated.

It was therefore decided to solicit the services of a consultant to replace the old program using Park City's computerized hydraulic model, the most modern and effective method of doing so. Also included in that work would be establishing BMP's for stormwater protection. After going through a procurement process, the following proposals were received:

- | | |
|---------------------------------|----------|
| • AECOM | \$65,094 |
| • Bowen, Collins and Associates | \$75,437 |
| • Hansen, Allen and Luce | \$29,000 |

AECOM was selected as the best firm to complete the work and deliver a new program to Park City. Staff felt that one of the other two firms underestimated the amount of work it would take to update the program.

Proposed Consultant Services

The detailed fees for AECOM are listed in Exhibit A.

Alternatives for City Council to Consider

1. Recommended Alternative

Pros

- Improved water quality and more effective removal of contaminants from the distribution system with Council's Desired Outcome of "Enhanced water quality and high customer confidence"

Cons

- Impact to Water Operations budget

1. Null Alternative

Pros:

- No impact to Operations budget

Cons:

- Continued operation of a less effective and non-industry compliant flushing program

Department Review

This report has been reviewed by representatives from Public Utilities and Legal and their comments have been integrated.

Funding Source

Services for this project are to be funded from the approved Water Operations budget.

Attachments

Exhibit A Fee Summary, AECOM

Exhibit A

Task	Cost
Kickoff Workshop and Project Collaboration	\$4,502
Data Collection and Review	\$1,682
Unidirectional Flushing Program Update	\$40,537
Preliminary Results Workshop and UDF Training	\$4,772
Final UDF Report	\$7,989
Project Management	\$5,612
Total	\$65,094



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

In partnership with Utah Transit Authority (UTA), Summit County and Park City Municipal are proposing an amendment to the August 24th, 2011 Interlocal Service Agreement regarding transit service between Park City and the Salt Lake Valley. As per the Interlocal Service Agreement, UTA operates the PC-SLC Connect also known as transit service routes 901 and 902 between Park City, Summit County and the greater Salt Lake City area. The 2011 Interlocal agreement outlines UTA will operate the service and that the farebox revenues will cover much if not all of the operating costs. However in the event they do not the operating expenses less than the farebox revenues are defined as the "Operational Deficit." With the passing of the transit sales tax initiative service levels for the PC-SLC connect improved from four round trips per day to eight round trips and a modification in the route to terminate at the Kimball Junction Transit Center. Amendment No. 1 outlines as per the service enhancements the operational deficit has increased from \$470,000 to \$708,000. The farebox revenues will be applied to the operation costs, following that Park City and Summit County will jointly fund the balance. As shown in Exhibit 3, the estimated cost increase for this adjustment is approximately \$240,000, with Park City and Summit County each contributing \$120,000 from the recently approved transit sales tax. While the addendum was originally approved on May 25, 2017, staff is returning to Council to ratify a direct discrepancy in the action as UTA provided an incorrect funding amount.

Respectfully:

Julia Collins, Senior Transportation Planner

City Council Staff Report



Subject: Request to Authorize the City Manager to Execute Amendment No. 1, Interlocal Agreement Regarding Bus Service between Park City Municipal, Summit County and the Utah Transit Authority, in a Form Approved by the City Attorney, for a Change in Service Levels and an Increase to the Current Contract Amount of \$240,000.00.

Author: Alfred Knotts, Transportation Planning Manager
Blake Fannesbeck, Transit and Public Works Director

Department: Transportation Department

Date: January 4, 2018

Type of Item: Consent Agenda

Summary Recommendation

Request to Authorize the City Manager to Execute Amendment No. 1, Interlocal Agreement Regarding Bus Service Between Park City Municipal, Summit County and the Utah Transit Authority, in a Form Approved by the City Attorney, for a Change in Service Levels and an Increase to the Current Contract Amount of \$240,000.00.

Executive Summary

In partnership with Utah Transit Authority (UTA), Summit County and Park City Municipal are proposing an amendment to the August 24th, 2011 Interlocal Service Agreement regarding transit service between Park City and the Salt Lake Valley. As per the Interlocal Service Agreement, UTA operates the PC-SLC Connect also known as transit service routes 901 and 902 between Park City, Summit County and the greater Salt Lake City area. The 2011 Interlocal agreement outlines UTA will operate the service and that the farebox revenues will cover much if not all of the operating costs. However in the event they do not the operating expenses less than the farebox revenues are defined as the "Operational Deficit."

With the passing of the transit sales tax initiative service levels for the PC-SLC connect improved from four round trips per day to eight round trips and a modification in the route to terminate at the Kimball Junction Transit Center. Amendment No. 1 outlines as per the service enhancements the operational deficit has increased from \$470,000 to \$708,000. The farebox revenues will be applied to the operation costs, following that Park City and Summit County will jointly fund the balance. As shown in Exhibit 3, the estimated cost increase for this adjustment is approximately \$240,000, with Park City and Summit County each contributing \$120,000 from the recently approved transit sales tax. While the addendum was originally approved on May 25, 2017, staff is returning to Council to ratify a direct discrepancy in the action as UTA provided an incorrect funding amount.

Acronyms

PC-SLC Connect – Park City and Salt Lake City Connect Transit Service

Opportunity

The addendum was approved to Council on May 25th, 2017 ([available here](#)). However, Staff is returning to council to ratify a direct discrepancy in the funding amount provided by UTA. Providing increased PS-SLC Connect service was identified as part of the adopted 2016 Short Range Transit Development Plan. Additionally, increasing the service was also identified as a high priority project within the transit and transportation sales tax initiative.

As outlined in Amendment No. 1, it was determined that the operational deficit for the increased service could be offset by the following strategies and funding: The PC-SLC route would discontinue transit service from the Kimball Junction Transit Center to Old Town Transit Center and Deer Valley Resort. The Electric Xpress provides high frequency and serves this route, connecting PC-SLC passengers to the previously served destinations. By eliminating this route there are time and cost efficiencies to increase the frequency of the PC-SLC Connect service. The funding agreement remains unchanged; however by doubling the service the operational deficit for the service has increased from \$470,000 to \$708,000. The funding from the transit sales tax initiative will offset the adjusted operational deficit.

Route increases will double the number of PC/SLC Connect runs daily. Previously there were four round trip daily runs; two in the morning and two in the evening. This change will be implemented starting summer 2017 with a total of eight round trip daily runs; four in the morning, one midday and three in the evening. The consolidation of the PC/SLC Connect Bus route(s) will allow for further enhanced transit scheduling and a magnitude of efficiencies; allowing passengers greater flexibility when selecting this transportation alternative.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Authorize the City Manager to Execute Amendment No. 1, Interlocal Agreement Regarding Bus Service between Park City Municipal, Summit County and the Utah Transit Authority.

Pros

- Service schedule on the PC/SLC Connect will be doubled – further increasing service availability to currently underserved markets.

Cons

- Additional \$120,000 in funds will need to be spent.

- 2. Null Alternative:** Council could choose to Deny the Amendment No. 1.

Pros

- The City will not be committing any resources

Cons

- The PC-SLC Connect would be impacted, reducing availability to the public and the City would forgo an opportunity to make reasonable progress to provide alternative transportation options, reduce vehicle miles traveled and associated greenhouse gas emissions

Department Review

The City Manager's Office, the City Attorney's Office, Budget, Transit and Transportation Planning have reviewed this Staff Report.

Funding Source

The additional contribution from Park City Municipal is \$120,000 per year for this service and is budgeted in the FY 2018 Transit fund.

Amendment No. 1

To

Interlocal Agreement Regarding Bus Service Between

Park City And The Salt Lake Valley

THIS Amendment No. 1 to Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley is made this 26th day of June, 2017, by and between UTAH TRANSIT AUTHORITY (“UTA”), PARK CITY MUNICIPAL CORPORATION (“PARK CITY”), and SUMMIT COUNTY (“COUNTY”). UTA, PARK CITY and COUNTY are hereinafter collectively referred to as “parties” and each may be referred to individually as “party,” all as governed by the context in which such words are used.

WHEREAS, on or about August 24, 2011, the parties entered into the Interlocal Agreement Regarding Bus Service Between Park City and the Salt Lake Valley (the “Agreement”) whereby the parties agreed to participate jointly in operating transit service in and around the Salt Lake and Summit Counties as described in the Operating Plan attached to the Agreement as Exhibit A; and

WHEREAS, the Agreement provides for amending the Operating Plan through letter agreement executed by each of the representatives on the Project Management Team; and

WHEREAS, the parties desire to amend the Operating Plan to increase the Operational Deficit identified in the Agreement.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 3 Paragraph A of the Agreement states, “The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan...” According to Exhibit A – The Park City to Salt Lake Valley Bus Service – Operating Plan, Paragraph G – “The Operational Deficit for which the City and County are responsible shall not exceed \$470,000.” The parties hereby agree to increase the Operational Deficit from \$470,000 per year to \$708,000 per year, as set forth in Exhibit 3, which is attached hereto.

2. Exhibit 3 is hereby incorporated into the Agreement.

3. The UTA Project Manager shall be Joey Alsop. The representative for each of the other entities shall be as follows: UTA: Lorin Simpson; PARK CITY: Blake Foncesbeck; SUMMIT COUNTY: Caroline Rodriguez.

4. With the exception of the terms in this Amendment, all other terms of the Agreement shall remain in full force and effect.

5. This Amendment may be executed in one or more counterparts, each of which shall be an original, with the same effect as if the signatures were upon the same instrument.

IN WITNESS WHEREOF, the Parties have entered into this Amendment effective the date first set forth herein.

[Signature pages to follow]

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between
Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit
County]

UTAH TRANSIT AUTHORITY

By_____

Its_____

By_____

Its_____

Approved as to Form

UTA Legal Counsel

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between
Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit
County]

PARK CITY

By_____

Its_____

By_____

Its_____

[Signature pages to Amendment No. 1 To Interlocal Agreement Regarding Bus Service Between
Park City and the Salt Lake Valley, between Utah Transit Authority, Park City and Summit
County]

Summit County

By_____

Its_____

By_____

Its_____

Park City Costing Scenarios

Baseline - Year 2016 Scheduled Service	Change Day	Daily Trips/ Week Day	# Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays/ Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays/ Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/ Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Libility Premium	Vehicle Recovery Cost	Supervisor Costs	2016 Operational Deficit
																		\$ 35.92	\$ 0.77	\$ 0.71	\$ 1.32	\$ 0.05	\$ 1.25	\$ 88,344.00	
	December	10	6	96	414.03	17.65	20	273.18	17.72	20	273.18	17.72	4	273.18	17.72	51,766.80	2,474.08	\$ 88,868.95	\$ 39,860.44	\$ 36,754.43	\$ 68,332.18	\$ 2,588.34	\$ 64,708.50	\$ 29,448.00	
	April	8	0	87	317.93	13.12	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	27,659.91	1,141.44	\$ 41,000.52	\$ 21,298.13	\$ 19,638.54	\$ 36,511.08	\$ 1,383.00	\$ 34,574.89	\$ 29,448.00	
	August	8	0	69	315.43	13.27	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	21,764.67	915.63	\$ 32,889.43	\$ 16,758.80	\$ 15,452.92	\$ 28,729.36	\$ 1,088.23	\$ 27,205.84	\$ 29,448.00	
	Total Annual																	\$ 162,758.91	\$ 77,917.36	\$ 71,845.88	\$ 133,572.62	\$ 5,059.57	\$ 126,489.23	\$ 88,344.00	
	Total PC-SLC Connect Scheduled Expense																						\$ 665,987.57	\$ 470,000	

Proposed New PC-SLC Connect Schedule	Change Day	Daily Trips/ Week Day	#Weekend Trips	Weekdays / Change Day	Weekday Total Daily Miles	Weekday Total Daily Hours	Saturdays/ Change Day	Saturday Total Daily Miles	Saturday Total Daily Hours	Sundays/ Change Day	Sunday Total Daily Miles	Sunday Total Daily Hours	Holidays/ Change Day	Holiday Total Daily Miles	Holiday Total Daily Hours	Total Change Day Miles	Total Change Day Hours	Operator Cost	Maintenance Cost	Fuel Cost	Admin Support Cost	Libility Premium	Vehicle Recovery Cost	Supervisor Costs	Adjusted Operational Deficit (See Amendment 1)
																		\$ 35.92	\$ 0.77	\$ 0.71	\$ 1.32	\$ 0.05	\$ 1.25	\$ 88,344.00	
	December	20	12	96	584.81	24.44	20	333.76	12.55	20	333.76	12.55	4	333.76	12.55	70,827.20	2,898.44	\$ 104,111.96	\$ 54,536.94	\$ 50,287.31	\$ 93,491.90	\$ 3,541.36	\$ 88,534.00	\$ 29,448.00	
	April	16	0	87	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	41,693.88	1,789.59	\$ 64,282.07	\$ 32,104.29	\$ 29,602.65	\$ 55,035.92	\$ 2,084.69	\$ 52,117.35	\$ 29,448.00	
	August	16	0	69	479.24	20.57	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	33,067.56	1,419.33	\$ 50,982.33	\$ 25,462.02	\$ 23,477.97	\$ 43,649.18	\$ 1,653.38	\$ 41,334.45	\$ 29,448.00	
	Total Annual																	\$ 219,376.37	\$ 112,103.25	\$ 103,367.93	\$ 192,177.00	\$ 7,279.43	\$ 181,985.80	\$ 88,344.00	
	Total PC-SLC Connect Scheduled Expense																						\$ 904,633.80		

The # additional trips per day	April	August	December	Weekend
	8	8	10	6

Differences	\$ (56,617.46)	\$ (34,185.89)	\$ (31,522.05)	\$ (58,604.38)	\$ (2,219.86)	\$ (55,496.58)	\$ -	
Annual Cost Difference between Scenarios								\$ 238,646.23
2016 Operational Deficit								\$ 470,000
Adjusted Operational Deficit								\$ 708,646.23
								\$ 708,000

**INTERLOCAL AGREEMENT
REGARDING BUS SERVICE BETWEEN
PARK CITY AND THE SALT LAKE VALLEY**

THIS INTERLOCAL AGREEMENT REGARDING BUS SERVICE BETWEEN PARK CITY AND THE SALT LAKE VALLEY (this "Agreement"), is entered into as of August 24th, 2011 ("Effective Date"), by and between SUMMIT COUNTY, a political subdivision of the State of Utah (the "County"), PARK CITY, a municipal corporation and political subdivision of the State of Utah (the "City"), and UTAH TRANSIT AUTHORITY, a public transit district and political subdivision of the State of Utah ("UTA"). The County, City and UTA are hereafter sometimes collectively referred to as "Parties" and may be referred to individually as a "Party."

RECITALS

WHEREAS, UTA operates a public transportation system along the Wasatch Front, including bus service within Salt Lake County; and

WHEREAS, the City operates a public transportation system within Park City and parts of unincorporated Summit County; and

WHEREAS, Utah Senate Bill 301 was enacted in the 2011 General Session to amend Utah Code Ann. § 17B-2a-805 to explicitly allow public transit districts and political subdivisions of the state to enter into interlocal agreements regarding the operation of transit services; and

WHEREAS, there is currently no public transportation system providing service between Salt Lake County and Summit County, and the Parties desire to establish such service according to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, based upon the stated Recitals, which are incorporated herein by reference, and for and in consideration of the mutual covenants and agreements hereinafter set forth, the mutual benefits to the Parties to be derived herefrom, and other valuable consideration, the receipt and sufficiency of which the Parties acknowledge, it is hereby agreed as follows:

1. **Salt Lake to Park City Connect Service.** UTA agrees to operate an express bus service between Salt Lake City, Summit County, and Park City (hereafter, the "Park City to Salt Lake Valley Bus Service"). The route, schedule, stop locations, park and ride lots, and other characteristics of the Park City to Salt Lake Valley Bus Service are defined in the "Operating Plan" attached hereto as Exhibit A. The Parties may amend the Operating Plan from time to time, through the process defined in paragraph 6, below.
2. **Equipment.** During the term of this Agreement, UTA will provide buses for use in connection with the Park City to Salt Lake Valley Bus Service. Initially, UTA will

contribute buses from its existing fleet. These buses are expected to be 2005 MCI buses but may require the use of other buses in UTA's fleet. Bus replacement, routine maintenance of buses, including repairs to buses damaged while in service, will be performed by UTA, but shall be deemed an operational cost subject to paragraph 3, below.

3. **Operational Costs.** The cost of operating and administering the Park City to Salt Lake Valley Bus Service includes the following: (i) direct costs of operator and supervisor wages, maintenance, and fuel, (ii) proportional costs of operational and administrative support provided by UTA, (iii) bus replacement costs, and (iv) a Liability Premium (defined below) (collectively, the "Operating Expenses"). As of the Effective Date, the anticipated monthly Operating Expenses are detailed in the Operating Plan, attached hereto as Exhibit A. The Parties anticipate that farebox revenues will cover much, if not all, of the Operating Expenses. The Parties recognize, however, that farebox revenues may be less than the Operating Expenses. In the event the Operating Expenses exceed farebox revenues during a one month period, the Operating Expenses less the farebox revenues shall be defined and hereafter referred to as the "Operational Deficit."
- a. The City and County hereby agree to jointly fund the Operational Deficit, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "Annual Operating Expense Cap"). UTA shall invoice the City and County for such Operational Deficit on a monthly basis, and the City and County shall remit payment to UTA within 30 days of receipt of an invoice. UTA shall maintain its cost records, and allow the City and the County to inspect such records upon request.
- b. Once the City and County have made payments to UTA pursuant to this paragraph equal to the Annual Operating Expense Cap, UTA shall be responsible to fund the Operational Deficit for the remainder of the annual term of the Agreement, up to a maximum amount as set forth in the Operating Plan, attached hereto as Exhibit A (the "UTA's Annual Operating Expense Cap"). In the event that the annual Operational Deficit exceeds both the Annual Operating Expense Cap and UTA's Annual Operating Expense Cap, UTA may, at its sole option, immediately cease operating the Park City to Salt Lake Valley Bus Service for the remainder of the term. Prior to any service termination UTA will provide the City and County the opportunity to increase their Annual Operating Expense Cap in a sum sufficient to keep service in operation.
- c. The Operating Cost will be determined using actual costs incurred by UTA, and not current cost estimations. The Parties understand and agree that UTA's actual Vehicle Replacement Cost or other cost line items might be different than estimated Operating Costs. In the event that there is a surplus of farebox revenues during any month, such surplus shall be applied on a continuing basis to future Operating Expenses so as to reduce the Operational Deficit in future months as set forth in paragraph 3(a) herein.

4. **Facilities.** The City and County shall allow UTA to use City or County-owned or controlled facilities as necessary to operate the Park City to Salt Lake Valley Bus Service. Such facilities include: City streets and County roads along the route, the Bus Stops listed in the Operating Plan, and portions of the Ironhorse Transit Facility, as set forth in the Operating Plan. Such City or County-owned facilities shall be maintained by the City or County, as appropriate. UTA will have no maintenance duties with respect to facilities located in Park City or Summit County.

UTA may layover buses at the Ironhorse Transit Facility as detailed in the Operating Plan, and may perform routine maintenance on its buses parked at the Ironhorse Transit Facility.

5. **Term.** The term of this Agreement is for one (1) year, commencing on the Effective Date, and shall automatically renew for successive one (1) year terms, until such time as any Party serves written notice of termination. Such written notice of termination must be given at least three (3) months in advance of the terminating Party's desired termination date. In addition to UTA's right to cease service as provided in paragraph 3(b) above, any Party may terminate this Agreement for default by another Party, in accordance with the provisions of paragraph 14, below. In no event shall this Agreement exceed fifty (50) years in duration. The expiration or termination of this Agreement shall not relieve or excuse a Party of any obligations accruing prior to such expiration or termination.
6. **Management of Project.** The Parties hereby create a Project Management Team consisting of the following individuals, or their designees: (i) for the City, Park City Transit General Manager; (ii) for the County, Public Works Administrator, (iii) for UTA, the Regional General Manager, and (iv) UTA's Project Manager for the Park City to Salt Lake Valley Bus Service. A Party may change its representative on the Project Management Team by providing written notice of such change to the other Parties.

The Project Management Team shall: (a) meet on a regular basis, as determined by the Project Management Team, (b) perform all functions expressly assigned to the Project Management Team in this Agreement or amendments hereto, (c) recommend any amendments to this Agreement deemed necessary or desirable, and (d) address and resolve issues, disputes or concerns arising during the term of the Agreement.

The Project Management Team may, by letter agreement executed by each of the representatives on the Project Management Team, amend the Operating Plan attached hereto as Exhibit A, in order to make minor changes to the Park City to Salt Lake Valley Bus Service. Minor changes may include, but are not limited to, changes to the route; adding, eliminating, or changing the location of Bus Stops; adjusting the number or timing of daily bus trips, or changing the amount of the Annual Operating Expense Cap. The Project Management Team should review and, if appropriate, amend the Operating Plan at least annually. Such annual review and amendment should take place in advance of the three (3) month deadline for termination as described in the preceding paragraph. More substantial changes to the Park City to Salt Lake Valley Bus Service operations, along with changes to other provisions of this Agreement, should be made through formal

amendment of this Agreement. The Parties acknowledge and agree that amending the Operating Plan may require the approval of one or more of the Parties' governing bodies.

The Project Management Team may elect, by mutual written agreement, to hire a private firm to operate the Park City to Salt Lake Valley Bus Service in whole or in part. Any such arrangement would have to comply with all applicable laws, including applicable procurement law and approval, when needed, by the Parties' respective governing bodies.

7. **Paratransit Services.** The Parties agree that Park City Transit shall provide any Paratransit services, made necessary by the implementation of the Park City to Salt Lake Valley Bus Service, in Summit County. The Parties further agree that UTA shall provide any necessary Paratransit services in Salt Lake County.
8. **Road calls and Maintenance.** In the event that a Park City to Salt Lake Valley Bus Service becomes inoperable while in Summit County, the Parties agree to work cooperatively together to provide the necessary personnel, vehicles, and services as necessary to transport passengers and resume service as soon as possible, with the mutual goal of meeting the expectations of bus patrons and providing a consistently reliable service. Costs incurred by the City or County in connection with such road calls or maintenance work shall be credited against the monthly operational charge described in paragraph 3, above, at UTA's standard hourly and mileage rates for personnel and vehicles, and at actual cost of supplies used.
9. **Marketing.** The City and County agree to work cooperatively with UTA to promote the Park City to Salt Lake Valley Bus Service service, with the mutual goal of maximizing ridership.
10. **Dispute Resolution.** Any dispute that cannot be resolved by the Project Management Team shall be forwarded to UTA's General Manager, the Park City Manager, and the Summit County Manager for resolution prior to any Party initiating arbitration proceedings. If the matter has not been resolved within thirty (30) days of the meeting of the UTA General Manager, the Park City Manager, and the Summit County Manager, any controversies arising out of the terms of this Agreement or its interpretation, including any subcontractor dispute, shall be settled in Utah in accordance with the rules of the American Arbitration Association, and the judgment upon award may be entered in any court having jurisdiction thereof.
11. **Jurisdiction and Venue.** This Agreement has been and shall be construed as having been made and delivered within the state of Utah, and it is agreed by each Party hereto that this Agreement shall be governed by laws of the state of Utah, both as to interpretation and performance.
12. **Losses and Liability.** The Parties shall indemnify and hold one another and their respective agents employees, and officers, harmless from and shall process and defend at their own expense any and all claims, demands, suits, at law or equity, actions, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against a Party arising

out of, in connection with, or incident to the execution of this Agreement and/or a Party's defective performance or failure to perform any aspect of this Agreement; provided, however, that if such claims are caused by or result from the concurrent negligence of another Party, its agents, employees, and officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of a Party against whom a claim is made; and provided further, that nothing herein shall require a Party to hold harmless or defend another Party, its agents, employees and/or officers, from any claims arising from the sole negligence of another Party, its agents, employees, and/or officers.

Each Party agrees to maintain throughout the duration of this Agreement insurance coverage (or a self-insurance program) for the activities set out in this Agreement in an amount that is equal to or greater than the Parties' maximum exposure to liability as determined by the Utah Director of Risk Management and as set forth in Utah Code Annotated Section 63G-7-604, as amended.

The Parties agree that each Parties' workers compensation insurance will cover each Parties' employees and that under no circumstances shall an employee of one Party be considered an employee or agent of another Party.

Any dispute regarding responsibility for losses or liability under this paragraph shall be referred to dispute resolution as described in paragraph 10.

13. **Liability Premium.** UTA shall charge the City and County a Liability Premium of Five Cents (\$0.05) per mile traveled by the Park City to Salt Lake Valley Bus Service to compensate UTA for the assumption of risk inherent in operating the Park City to Salt Lake Valley Bus Service.
14. **Passenger Data.** UTA shall make available Park City to Salt Lake Valley Bus Service passenger, fare, boarding, and alighting data available to the City or County upon request.
15. **Default.** If any Party determines that another Party is in breach of the terms of this Agreement, that Party shall give written notice to the breaching Party of such violation and demand corrective action sufficient to cure the breach. If the breaching Party fails to cure the breach within thirty (30) days after receipt of notice thereof from another Party, or under circumstances where the violation cannot reasonably be cured within a thirty (30) day period, fails to begin curing such breach within the thirty (30) day period, or fails to continue diligently to cure such breach until finally cured, a Party may commence the dispute resolution process described in paragraph 10.
16. **Notices.** Any notice, demand, request, consent, submission, approval, designation or other communication which either Party is required or desires to give under this Agreement shall be made in writing and delivered to the other Party at the addresses set forth below or at such other addresses as the Party may provide in writing from time to time. Such notices shall be hand delivered, mailed (by first-class mail, postage prepaid) or delivered by courier service as follows:

If to the City:

Park City Manager's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

With a Copy to:

Park City Attorney's Office
445 Marsac
PO Box 1480
Park City, Utah 84060

If to UTA:

Utah Transit Authority
Attn: Michael Allegra, General Manager
669 West 200 South
Salt Lake City, Utah 84101

With a Copy to:

Utah Transit Authority
Attn: General Counsel's Office
3600 South 700 West
Salt Lake City, Utah 84119

If to the County:

Summit County
Attn: Robert Jasper
County Manager
PO Box 128
60 N Main
Coalville, Utah 84017

With a Copy to:

Summit County
Attn: David Thomas
Chief Civil Deputy
PO Box 128
60 N Main
Coalville, Utah 84017

17. **Acquisition, Ownership, and Disposition of Property.** Unless otherwise agreed by the Parties in writing, all real and personal property acquired by a Party for use in connection with the Park City to Salt Lake Valley Bus Service service, or property already owned by a Party and used in connection with the Park City to Salt Lake Valley Bus Service service, shall remain the property of that Party during and after the term of this Agreement. By way of example only and not of limitation, buses now owned by UTA, or acquired in the future by UTA, and used as Park City to Salt Lake Valley Bus Services, shall at all times remain the property of UTA.

18. **Miscellaneous.**

- a. **Non-Waiver.** No covenant or condition of this Agreement may be waived by either Party unless done so in writing by such Party. Forbearance or indulgence by a Party in any regard whatsoever shall not constitute a waiver of the covenants or conditions to be performed by the other Party.
- b. **Severability.** If any provision of this Agreement shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatsoever.
- c. **No Third Party Beneficiaries.** There are no intended third Party beneficiaries to this Agreement. It is expressly understood that enforcement of the terms and

conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties, and nothing contained in this Agreement shall give or allow any claim or right of action by any third person under this Agreement. It is the express intention of the Parties that any third person who receives benefits under this Agreement shall be deemed an incidental beneficiary only.

- d. Entire Agreement; Amendment. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and statements, promises or inducements made by any Party or agents of any Party that are not contained in this Agreement shall not be binding or valid. This Agreement may not be amended, enlarged, modified or altered except through a written instrument signed by all Parties.

19. **Interlocal Cooperation Act Requirements.** In satisfaction of the requirements of the Interlocal Cooperation Act, Title 11, Chapter 13, Utah Code Annotated, as amended, and in connection with this Agreement, the Parties agree as follows:

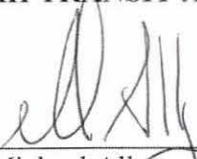
- a. The Agreement shall be authorized by resolution or ordinance of the governing body of each Party pursuant to §11-13-202.5 of the Act.
- b. This Agreement shall be approved as to form and legality by a duly authorized attorney on behalf of each Party pursuant to §11-13-202.5 of the Act.
- c. A duly executed original counterpart of this Agreement shall be filed with the keeper of records of each Party pursuant to §11-13-209 of the Act.
- d. Prior to the expiration of the term of this Agreement pursuant to paragraph 5, this Agreement may only be terminated in accordance with the terms of this Agreement, or by and upon the express written consent of all of the Parties. Cessation of service under 3(b) of this agreement shall also automatically terminate this agreement, but obligations accruing prior to any such termination shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the Parties have each executed this Interlocal Agreement Regarding Bus Service between Park City and the Salt Lake Valley as of the date first set forth above.

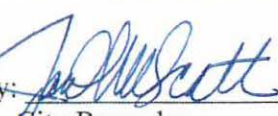
PARK CITY MUNICIPAL CORPORATION

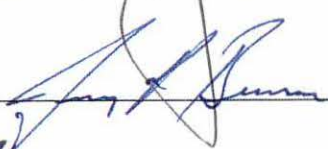
UTAH TRANSIT AUTHORITY

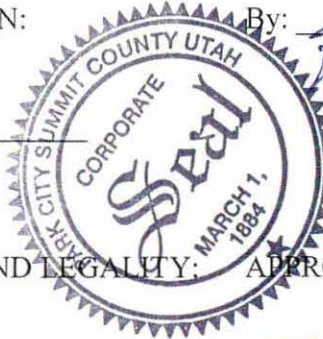
By: 
Thomas B. Bakaly, City Manager
Michael Kovacs, Acting City Manager

By: 
Michael Allegra, General Manager

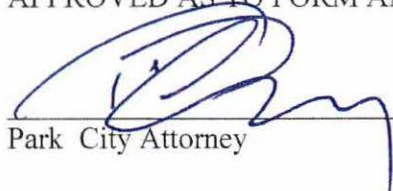
ATTEST AND COUNTERSIGN:

By: 
City Recorder

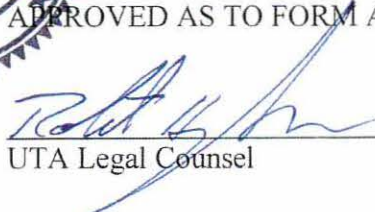
By: 



APPROVED AS TO FORM AND LEGALITY:

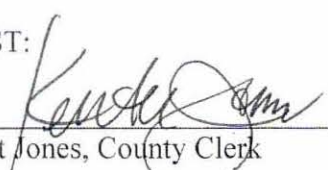

Park City Attorney

APPROVED AS TO FORM AND LEGALITY:


UTA Legal Counsel

SUMMIT COUNTY

By: 
Christopher F. Robinson, Chair

ATTEST:
By: 
Kent Jones, County Clerk



APPROVED AS TO FORM AND LEGALITY:


David L. Thomas
Chief Civil Deputy

EXHIBIT A

The Park City to Salt Lake Valley Bus Service – Operating Plan

- a. Route. The Park City to Salt Lake Valley Bus Service will run from the Salt Lake Intermodal Center along 200 South to State Street, then along 100 south to the University Hospital, then along Foothill Boulevard, up Parley's Canyon to Jeremy Ranch, on Highway 224 to Kimball Junction, The Canyons Resort, Park City Mountain Resort, then to the Park City Old Towne Transit Center, and Deer Valley. Buses travelling from Park City to Salt Lake will travel the same route, in the reverse direction. The route is depicted on Exhibit 1 hereto.
- b. Stops. The Park City to Salt Lake Valley Bus Service will stop at the following locations:
- Salt Lake Central Station
 - State Street and 200 South
 - University Hospital
 - Foothill
 - Jeremy Ranch
 - Kimball Junction
 - The Canyons
 - Park City Mountain Resort
 - Old Town Transit Center
 - Deer Valley

The stops are depicted on Exhibit 1 hereto.

- c. Park and Ride Lots. The Park City to Salt Lake Valley Bus Service will be served by the following park and ride lots:
- Jeremy Ranch
- d. Schedule. The Park City to Salt Lake Valley Bus Service will initially operate according to the schedule in exhibit 2 hereto.

The Project Management Team may, from time to time, adjust the schedule according to demand, pursuant to paragraph 6 of the Agreement.

- e. Buses. The Park City to Salt Lake Valley Bus Service will primarily use high capacity coach buses. UTA reserves the right to use buses that meet the demand per trip and time of day.

- f. Fares. The fare for the Park City to Salt Lake Valley Bus Service will be Five Dollars and 50 Cents (\$5.50). The fare for the service will follow UTA fare increases and fuel surcharge schedules. The Project Management Team, pursuant to paragraph 6 of the Agreement may adjust the fare from time to time, in accordance with UTA's standard practices and policies regarding fares.
- g. Monthly Cost. As of the effective date of the Agreement, the anticipated gross monthly cost to operate the Park City to Salt Lake Valley Bus Service ranges from approximately \$63,500 for off-season months and \$82,500 for peak-season months (the "Operating Cost", as described in paragraph 3 of the Agreement). Such cost consists of the following individual line items:
- Operating cost/platform hour
 - Maintenance cost per mile
 - Fuel cost per mile
 - Supervisor Expense
 - Marketing Expenses
 - Administrative Support
 - Vehicle Replacement Cost
 - Liability Premium (\$0.05 per vehicle mile)

All four members of the Project Management Team may, at their discretion, elect to hire subcontractors to perform services typically performed by UTA, as described above. In the event the Parties contract out such services, the actual costs paid by UTA to such contractors would be included within the Operating Cost.

As described in paragraph 3 of the Agreement, the City and County shall fund the Operating Cost, less the amount recovered by the service through the farebox (the "Operational Deficit"). The Operational Deficit for which the City and County are responsible shall not exceed \$470,000 for the first operating year (October 2011 to October 2012) (the "Annual Operating Expense Cap.") The Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

As described in paragraph 3 of the Agreement, UTA shall fund the Operational Deficit after the City and County have fully satisfied their obligation to fund the Operational Deficit up to their Annual Operating Expense Cap. The Operational Deficit for which UTA is responsible shall not exceed \$180,000 for the first operating year (October 2011 to October 2012) (the "UTA's Annual Operating Expense Cap.") The UTA Annual Operating Expense Cap may be adjusted by the Project Management Team, pursuant to paragraph 6 of the Agreement.

The actual Operating Cost will be based on actual costs incurred by UTA, not the estimated costs cited above. If UTA elects, for example, to use buses other than the MCI buses that the estimated Operating Costs are based on, the actual Vehicle Replacement Cost or other cost line items might be different than the estimated Operating Cost cited above.

- h. Facilities. Two bus stalls at the Ironhorse Transit Facility will be made available for UTA's use at all times, including End of Line waiting times, layovers during peak and non-peak hours, and overnight. UTA acknowledges that Park City will lock the bus stalls between 10 p.m. and 6 a.m. but that Park City will attempt to provide access to those stalls if possible on an as-needed basis. The stalls must be located in proximity to a power outlet, so that UTA can use block heaters when necessary. Additionally, a 5 by 15 foot area adjacent to such stalls will be made available for UTA's use, for storing supplies necessary to the bus service. The stalls and area available to UTA must be covered and secure, to prevent damage to UTA's buses.

Exhibit 1

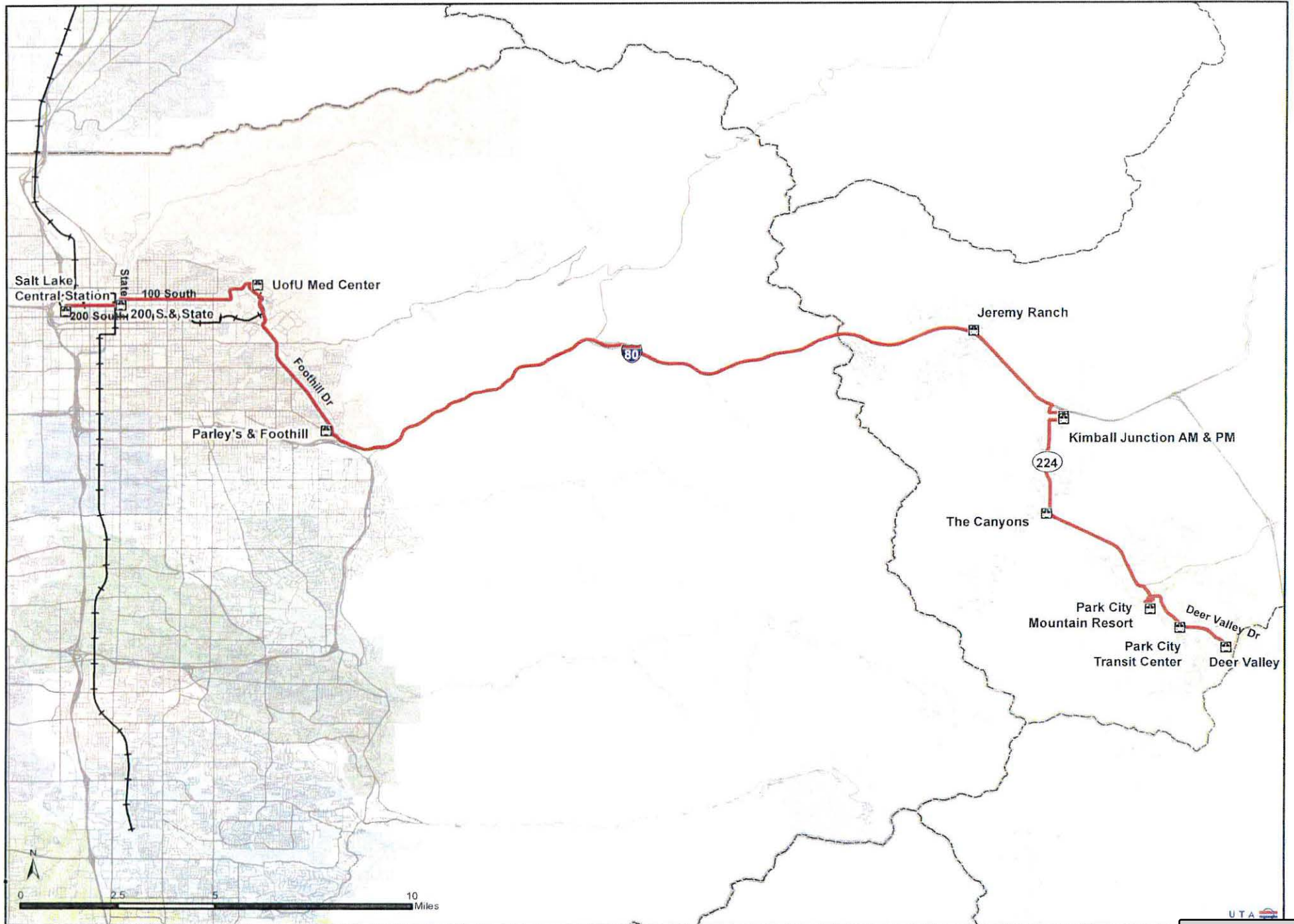


Exhibit 2

Trips Run Times Node to Node Stop Trips																
TO DEER VALLEY (8)																
	Frz	Tr	P	Ve	IN	SLCSTATN	185SSTAT	MEDCTR	U.U.HOSP	WAKACHIP	JERRANCH	KIMBALL	CANYONS	PCRM	PCHUB	DEERVLLY
	☐	0	0	1	-	5:23	5:30	5:40				6:20	6:25	6:38	6:45	6:50
	☐	0	0	1	-	6:12	6:19	6:29				7:09	7:14	7:27	7:34	7:39
	☐	0	0	1	-	6:42	6:49	6:59				7:39	7:44	7:57	8:04	8:09
	☐	0	0	1	-	7:12	7:19	7:29				8:09	8:14	8:27	8:34	8:39
	☐	0	0	1	-	16:24	16:31	16:41		16:49	17:24	17:29			17:39	
	☐	0	0	1	-	16:54	17:01	17:11		17:19	17:54	17:59			18:09	
	☐	0	0	1	-	17:50	17:57	18:07		18:15	18:50	18:55			19:05	
	☐	0	0	1	-	18:20	18:27	18:37		18:45	19:20	19:25			19:35	
To SLC (7)																
	Frz	Tr	P	Ve	IN	DEERVLLY	PCHUB	PCRM	CANYONS	KIMBALL	JERRANCH	WAKACHIP	U.U.HOSP	MEDCTR	185SSTAT	SLCSTATN
	☐	0	IN	1	-		6:36			8:51	8:56	7:33		7:41	7:52	8:01
	☐	0	IN	1	-		7:06			7:21	7:26	8:03		8:11	8:22	8:31
	☐	0	IN	1	-		7:50			8:05	8:10	8:47		8:55	9:06	9:15
	☐	0	IN	1	-	16:10	16:15	16:20	16:31	16:37				17:17	17:28	17:27
	☐	0	IN	1	-	16:40	16:45	16:50	17:01	17:07				17:47	17:58	18:07
	☐	0	IN	1	-	17:10	17:15	17:20	17:31	17:37				18:17	18:28	18:37
	☐	0	IN	1	-	17:44	17:49	17:54	18:05	18:11				18:51	19:02	19:11

- The AM trips to PC skip Research Park and Jeremy Ranch
- The AM trips to SLC skip the resort stops
- The PM trips to PC skip the resort stops
- The PM trips to SLC skip Jeremy Ranch and Research Park
- Kimball Junction is serviced via Highland
- PCMR is accessed with a clockwise loop from Empire to Lowell



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

The attached Attachment A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2018 Festival.

Respectfully:

Beth Bynan, Business License Specialist



City Council Staff Report

Subject: Local Consent for Special Event Temporary Alcoholic Beverage Licenses during the 2018 Sundance Film Festival
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: January 4, 2018
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Special Event Temporary Alcoholic Beverage License (License) applications listed in Attachment A for operation during the 2018 Sundance Film Festival (Festival).

Executive Summary

The attached Attachment A lists all License applicants to date pending approval. These applicants have completed all requirements for application, including insurance requirements and paid the applicable license fee. Staff is requesting approval of the attached applicants to serve alcoholic beverages during the 2018 Festival.

Acronyms

City – Park City Municipal Corporation
DABC - Utah Department of Alcoholic Beverage Control
HPCA- Historic Park City Alliance
License – Special Event Temporary Alcoholic Beverage License
Festival – Sundance Film Festival
MFL – Master Festival License
SE – Special Events

Background

On June 6, 2013, [Minutes](#) Council passed amendments to the requirement for a License during the time period of the Festival. One of those amendments requires City Council approval of all applications. The final deadline for DABC approval prior to the Festival will be on January 5, 2018. However, there are instances in which the Park City Municipal (City) requires a License and the DABC does not (i.e. private parties). As stated in Municipal Code 4-6-2-(B)(1), all Single Event Temporary Liquor permits applications for the dates during the Sundance Film Festival are required to obtain Council approval no later than the last regularly scheduled meeting in the month of December.

Under City Municipal Code 4-6-2(A)(2) Council may choose to hold an emergency meeting to hear no more than twelve (12) applications for late approval.

All applications must be complete and submitted no later than December 8, 2017 to be heard no later than the last regularly scheduled meeting in the month of December (December 14, 2017). An emergency meeting may be held by Council to hear no more than twelve (12) late applications after the first deadline. All applications must be complete and submitted no later than the first Friday in January (January 5, 2018) to be heard no later than the second Thursday in January (January 11, 2018). **If** an emergency meeting is held, no more than the first twelve complete applications to be submitted will be heard. A higher fee, pursuant to the fee schedule, may be required due to the expedited nature of the emergency meeting.

To date, there have been two late liquor applications:

- 1) Church & State Spirits 628 Park Avenue (Official Sundance Venue)
- 2) Grappa Italian Restaurant 151 Main Street
- 3) Monroe Men's 511 Main

9 liquor permits remain.

Condition of Approval:

In order to maintain life safety standards, staff recommends that security personnel (at a ratio of 1 security officer per 50 occupants) be required for all Single Event Temporary Alcoholic Beverage Licenses, for nightclubs, bars and similar uses. Staff recommends that this security be included as a condition of approval for these identified sites as highlighted on EXHIBIT A. Staff included this condition of approval information in the 2017 Rules of the Road document to encourage compliance and reduce last minute surprises for event organizers and applicants. The Fire Marshall will be monitoring the security plan implementation occupancy ratios of these locations ensuring compliance life safety.

This condition of approval was implemented for the first implemented during the 2017 Festival and successfully added another layer of safety to each venue.

Sites approved through the Special Event process are separately regulated; security is addressed during that application process.

Vibrancy:

During the November 9, 2017 work session vibrancy on Main Street was discussed in the context of temporary conversions and allowance of a License. It is staff's determination that all Storefront Properties within the HRC and HCB Districts currently meet the definition of Vibrant and no License application should be denied based on vibrancy.

Alternatives for City Council to Consider

- 1. Recommended Alternative:** Approve the Single Event Liquor Permit locations listed in Exhibit A

Pros

- a. The applicants will be able to serve liquor at their permitted locations.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Exhibit A.
- b. **Null Alternative:** If Council does nothing and does not grant approval, the applicants will not be permitted to serve liquor at the specified locations.
Pros: There are no perceived positive impacts from doing nothing.
Cons: The applicants will not be able to serve liquor at their locations during the 2018 Sundance Film Festival.

Department Review

Finance, Special Events, Building, Sustainability, Legal, Executive

Attachments

Exhibit A- List of locations / Exhibit B- Map of Locations

Applicant Name	Location Address	Regular Tenant	Storefront Property
To Be Approved			
**Grappa **(late)	151 Main	Grappa	yes
Church & State Spirits/You Tube (late)	628 Park		yes
Monore Men's by Cake (late)	511 Main	Monore Men's	yes
Applied on time, but not included in 12/21 staff report			
PMC-IndieWire	625 Main	Sotheby's	yes
Previously Approved			
Applicant Name	Location Address	Regular Tenant	Storefront Property
Sundance Institute/The Shop (week 1)	1167 Woodside Avenue	In Studio Design	no
Sundance Institute/The Shop (week 2)	1167 Woodside Avenue	In Studio Design	no
Top Shelf Services/ TAO @ the Yard	1251 Kearns	The Yard	no
Top Shelf Services/New Frontier (wk 1)	1401 Kearns	Kimball Art Center	No
Top Shelf Services/New Frontier (wk 2)	1401 Kearns	Kimball Art Center	No
Sundance Institute (week 1)	1895 Sidewinder	Marriott	no
Sundance Institute (week 2)	1895 Sidewinder	Marriott	no
Slamdance	255 Main	Nails on Main	no
Durkin Entertainment	255 Main Street	Blue Iguana	no
Done to Your Taste	260 Main	Susan Schwartz Gallery	yes
Done to Your Taste	260 Main	Susan Schwartz Gallery	yes
Done to Your Taste	260 Main	Susan Schwartz Gallery	yes
Done to Your Taste	268 Main		yes
Done to Your Taste	268 Main		yes
Done to Your Taste	268 Main		yes
Brilliant Consulting/Amazon Video Direct Lounge	301 Main	GH Mountain Trails	yes
Movie Media Group/Beyond Cinema (wk 1)	305 Main Street	Firewood	yes
Movie Media Group/Beyond Cinema (wk 2)	305 Main Street	Firewood	yes
Legion M	322 Main Street	Red Banjo	yes
Egyptian Theater	328 Main	Egyptian	Yes
Alfwear /dba Kuhl	333 Main	Kuhl	yes
Brilliant Consulting/Stella Lounge	364 Main Street	Elegante	no
Utah Film Studios (wk 1)	4001 Kearns Blvd	Utah Film Studios	yes
Utah Film Studios (wk 2)	4001 Kearns Blvd	Utah Film Studios	yes
Chefdance	427 Main Street	ChefDance	yes
Park City Film Council	436 Main Street	Gallery Mar	yes
Brilliant Consulting/Grey Goose Blue Door	449 Main Street	Robert Kelly	yes
Top Shelf Services/ Acura (wk 1)	475 Swede Alley	Bob Wells Plaza	No
Top Shelf Services/ Acura (wk 2)	475 Swede Alley	Bob Wells Plaza	No
Top Shelf Services/ Dell	528 Main	PC Museum	Yes
Top Shelf Services/Intel Studio	558 Main	PC Clothing	yes
Top Shelf Services/IMDB	570 Main	Mer D'Or	Yes
Top Shelf Services/ ASCAP (wk 1)	573 Main	Prospect Gallery	Yes
Top Shelf Services/ ASCAP (wk 2)	573 Main	Prospect Gallery	Yes
Sundance Institute (wk 1)	573 Main (3rd floor)	Top Mark Industries	yes
Sundance Institute (wk 2)	573 Main (3rd floor)	Top Mark Industries	yes

Brilliant Consulting/CAA House	573 Main 2nd Floor	TopMark Industries	no
Brilliant Consulting/Chase Sapphire	573 Main Street	Prospect Gallery	yes
Top Shelf Services/Vulture Studio/NY Magazine	591 Main	Lunds Fine Art	Yes
Canon Creative Studio/Lux Le Croissant	592 Main	Habit	yes
Utah Film Commission/Park City Film Series	625 Main	Sotheby's	yes
The Collective Hand/ YouTube	628 Park Ave		yes
Top Shelf Services/ iTunes Movie House (wk 1)	657 Park Ave		yes
Top Shelf Services/ iTunes Movie House (wk 2)	657 Park Ave		yes
DC Berridge, LLC/AT&T	660 Main		yes
Precious Entertainment	738 Main Street	Paint Mixer	no
ASCAP Music Café (wk 1)	751 Main	Rich Haines Gallery	yes
ASCAP Music Café (wk 2)	751 Main	Rich Haines Gallery	yes
A-List Communications	890 Main	The Mustang	yes



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

The Type 2 Convention Sales License applicants to date pending approval are shown in Exhibit A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2018 Sundance Film Festival (Festival).

Respectfully:

Beth Bynan, Business License Specialist



City Council Staff Report

Subject: Council Approval of Type 2 Convention Sales Licenses
Author: Beth Bynan, Business License Specialist
Department: Finance
Date: January 4, 2018
Type of Item: Consent

Summary Recommendation

Staff is requesting Council approval of the Type 2 Convention Sales License (CSL) applications listed in Exhibit A for operation during the 2018 Sundance Film Festival (Festival) contingent on passing the Final Inspection Post Application (FIPA).

Executive Summary

The Type 2 Convention Sales License applicants to date pending approval are shown in Attachment A. The applicants have obtained a pre-inspection prior to application (PIPA), provided a site/floor plan stamped by a design professional with occupant load and paid the applicable license fees. Staff is requesting approval of the applications for Convention Sales Licenses during the 2018 Sundance Film Festival (Festival).

Acronyms

City – Park City
CSL – Convention Sales License
Festival – Sundance Film Festival
FIPA – Final inspection post application
MFL – Master Festival License
PIPA – Pre-inspection prior to application
Type 2 – A type of CSL for operation during the Festival
CCB- Conventional Chain Business
HCB-Historic Commercial Business
HRC-Historic Recreation Commercial

Background

The Sundance Film Festival attracts an increasing number of non-Master Festival License (MFL) affiliated businesses to conduct business within the Park City (City) limits on a short-term basis. The increase has created health, safety and wellness concerns for the City and its residents, including the City's ability to provide basic Police, safety and emergency services. The numbers of various non-MFL affiliated licenses being applied for inundates the Finance Department with license applications in the final days just before the Festival starts.

Municipal Code 4-7-3(B)(2) retains Council authority to approve Type 2 CSL licenses. Prior to Council's consideration of the Type 2 CSL license application, the applicant must have a pre-inspection prior to application (PIPA). This inspection will highlight any

issues related to the space prior to their final inspection. The inspection must accompany the license application along with accurate floor plans stamped by a design professional including the occupant load.

The process for a Type 2 CLS is as follows:

1. Obtain floor plans stamped by a design professional
2. Obtain a PIPA
3. Obtain receipt showing payment to Republic Services in the amount of \$100 to cover trash impacts (one receipt per location)
4. Make application with site plan, PIPA, and pay the appropriate fee
5. Finance requests approval from City Council
6. Obtain Council approval
7. Obtain a FIPA
8. Issue license

The Municipal Code for Type 2 CSL's allows the City to address issues related to adverse impacts or carrying capacity issues related to the licensed activity and volume. It also allows service departments, event staff and public safety to obtain a more adequate picture of the total public service demands for the Festival in a timeframe that provides for service level and cost adjustments. Staff has reviewed the applications for accuracy and completeness. Staff recommends that Council reviews and approves the applicants listed in Exhibit A. The applicant listed has received a PIPA and if approved by Council, must receive a FIPA prior to the license being issued.

Conventional Chain Businesses

There are three companies listed in Attachment A which are considered CCBs. The three listed will bring the total number of CCB's in the Historic Commercial Business (HCB) Zoning District to the cap (17).

Pizza Hut
Peet's Coffee
Rudsack

The cap (7) in the Historic Recreation Commercial (HRC) Zoning District has not been met. Please see Attachment C for the most up to date list of CCBs in the HCB and HRC Zoning Districts.

The three companies listed are planning to engage in their conventional form of business (i.e. Pizza Hut will be serving pizza, Peet's Coffee will be serving coffee, and Rudsack will be gifting coats) which is why they are subject to the CCB ordinance. If Council approves the listed entities in attachment A, the CCB ordinance cap will be reached in the HCB Zoning District; any future entities which are considered CCB's wishing to operate and engage in their regular form of business must do so 30 feet back from the edge of pavement or in another space not considered to be Property, Storefront according to Land Management Code 15-15 Defined Terms.

Alternatives for City Council to Consider

1. **Recommended Alternative:** Approve the Type 2 CSL applications listed in Attachment A subject to passing the FIPA.

Pros

- a. The applicants will be able to operate during the Festival.

Cons

- a. There are no anticipated negative impacts associated with approving the locations on Attachment A.

- b. Null Alternative: If Council does nothing and does not grant approval, the applicants will not be permitted to operate at the specified host locations.

Pros: There are no perceived positive impacts from doing nothing.

Cons: The applicants will not be able to operate during the 2018 Festival.

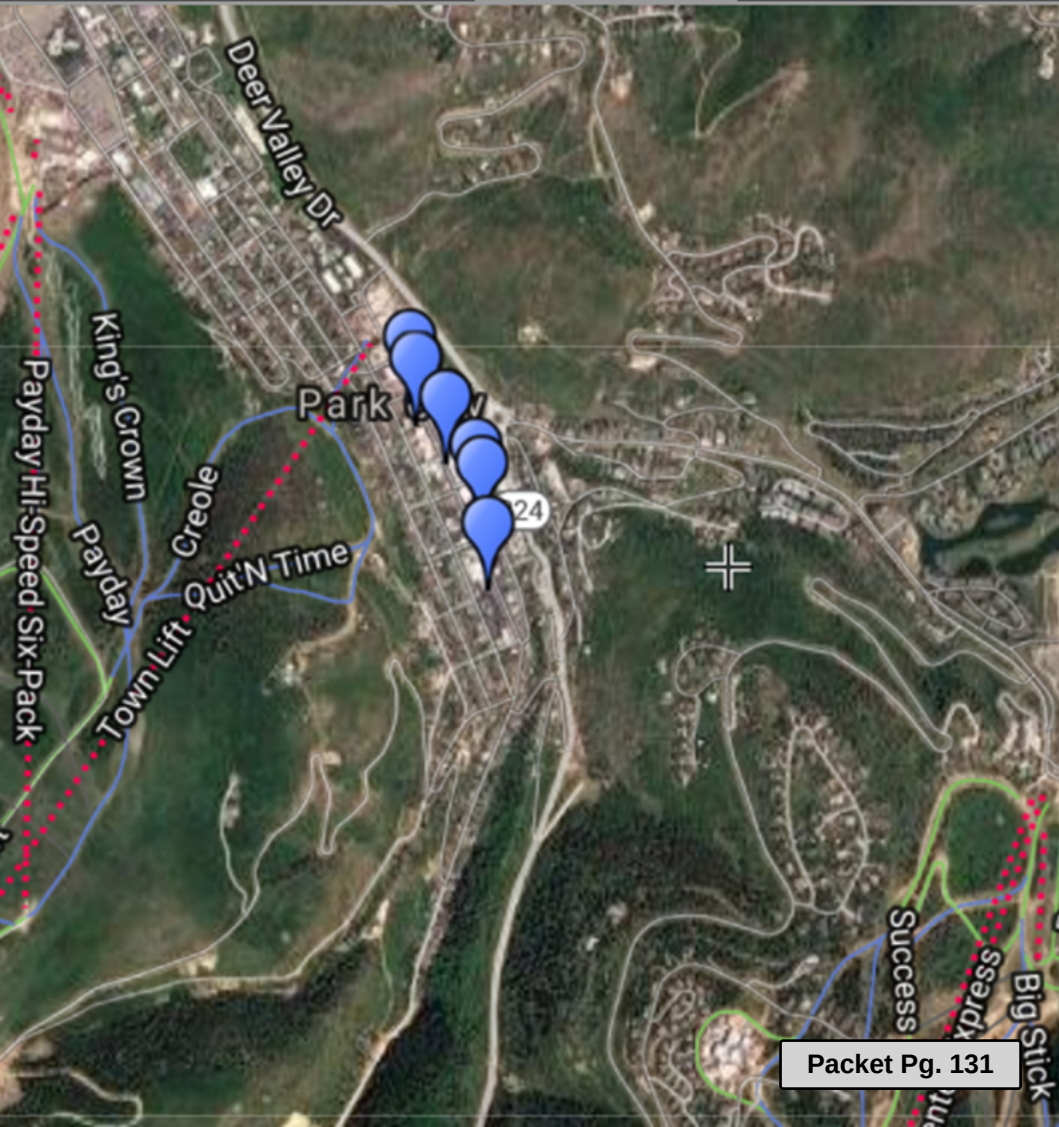
Department Review

Finance, Special Events, Building, Sustainability, Legal, Executive

Attachments

Attachment A- List of Locations-CSL / Attachment B- Map of Locations-CSL/Attachment C- CCB List

	Applicant Name	Location Address	Regular Tenant	Storefront
	To Be Approved			
1	Brilliant Consulting/Amazon	301 Main Street	Mountain Trails Gallery	yes
2	NVE	408 Main Street	J GO Gallery	yes
3	Twitter	408 Main Street	J GO Gallery	yes
4	Pizza Hut/RQ Agency	625 Main Street	Sotheby's	yes
5	Peet's Operating Company/Peet's Coffee	591 Main Street	Lund's Fine Art	yes
6	Rudsack	591 Main Street	Lund's Fine Art	yes
7	Turner Broadcasting System	591 Main Street	Lund's Fine Art	yes
8	Park City Film Series	436 Main Street	Gallery Mar	yes
9	Team Epiphany	540 Main Street	Riverhorse	yes
10	Sharing Box, Inc.	540 Main Street	Riverhorse	yes
11	HBO	540 Main Street	Riverhorse	yes
	Previously Approved			
1	Carl Zeiss	625 Main (Downstairs)	The Downstairs	No
2	MACRO	625 Main (Downstairs)	The Downstairs	No
3	Slamdance	255 Main	Nails on Main	no
4	Movie Media Group/Beyond Cinema	305 Main	Firewood	Yes
5	Montana Film Office	305 Main	Firewood	Yes
6	Arizona Film Office	305 Main	Firewood	Yes
7	Savannah Film Office	305 Main	Firewood	Yes
8	Oklahoma Music & Film Office	305 Main	Firewood	Yes
9	Miami Dade Cultural Office	305 Main	Firewood	Yes
10	Maine Film Office	305 Main	Firewood	Yes
11	Texas Film Office	305 Main	Firewood	Yes
12	Idaho Filmmakers Coalition	305 Main	Firewood	Yes
13	Buffalo, NY Film Production	305 Main	Firewood	yes
14	New York Magazine/The Vulture Spot	591 Main	Lunds Fine Art	yes
15	Calii Love Inc.	900 Main	Vinto	No
16	NVE Inc	692 Main	Main & Sky	Yes
17	The Hollywood Reporter	692 Main	Main & Sky	Yes
18	Precious Entertainment	738 Main	Paint Mixer	no
19	RAADD-Recording Artists Against Drunk Driving	738 Main	Paint Mixer	no
20	The Sunshine Company	540 Main	Riverhorse	yes
21	A & E Networks	540 Main	Riverhorse	yes
22	PMC-IndieWire	625 Main Street	Sotheby's	yes
23	Deadline Studio/Lucy Stepp	900 Main Street	Vinto	no
24	Screen Vision	900 Main Street	Vinto	no



Historic Commercial Business (HCB) Zoning District

	Address	Business
1	333 Main Street	Helly Hanson
2	333 Main Street	Lulu Lemon
3	333 Main Street	Gorsuch Ski Shop
4	354 Main Street	Berkshire Hathaway
5	355 Main Street	Gorsuch Home
6	405 Main Street	Shirt Off My Back
7	408 Main Street	Roots
8	510 Main Street	Rocky Mountain Chocolate Factory
9	515 Main Street	The North Face
10	540 Main Street	Marmot Outdoor Gear
11	545 Main Street	Overland Sheepskin Company
12	545 Main Street	Summit Sotheby's
13	570 Main Street	Athleta
14	591 Main Street	Peets Coffee + Tea (SFF CSL)
15	591 Main Street	Rudsack (SFF CSL)
16	625 Main Street	Pizza Hut (SFF CSL) (<i>Summit Sotheby's 365-day Business License temporary replacement</i>)
17	632 Main Street	Patagonia

Conventional Chain Businesses (CCBs) with Convention Sales Licenses (CSLs) for Sundance Film Festival (SFF) are identified in orange.

UPDATED January 2, 2018

Historic Recreation Commercial (HRC) Zoning District

	Address	Business	Pending End Date
1	675 Main Street	L.L. Bean, Inc.	Passed BL Inspection by 10/28/2019
2	675 Main Street	Ben Jerry's	Signed LOI by 2/25/2018
3	693 Main Street	Keller Williams Real Estate	
4			
5			
6			
7			

Conventional Chain Businesses (CCBs) with Convention Sales Licenses (CSLs) for Sundance Film Festival (SFF) are identified in orange.

UPDATED January 2, 2018



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Staff recommends the City Council review and considers adopting a citywide Complete Streets policy. A Complete Street policy will carry out the intentions of the 2014 General Plan and formalize a process for planning, designing, construction, operations, and maintenance of Park City transportation facilities within the right-of-way to consider the accommodation of users of all transportation modes, ages and abilities. Additionally, a Complete Streets policy will incorporate community values identified in the 2014 General Plan by considering multi-modal transportation, adjacent land uses, the environment, street aesthetics, historic and natural resources as well as safety and mobility in transportation facilities. This policy will guide City staff, regional transportation partners and decision-makers in consistently planning, designing and constructing transportation facilities to develop a Complete Street network while balancing the needs of all anticipated users.

Respectfully:

Julia Collins, Senior Transportation Planner

City Council Staff Report



Subject: Consider Adopting Resolution No. 01-2018, a Citywide Complete Streets Policy for Park City Municipal Corporation

Author: Alfred Knotts, Transportation Planning Manager
Julia Collins, Senior Transportation Planner
Matthew Hartnett, Associate Transportation Planner
Matt Cassel, City Engineer
Bruce Erickson, Planning Director
Blake Fannesbeck, Transit and Public Works Director
Roger McClain, Public Utilities Engineering Manager
Troy Daley, Streets Manager

Department: Transportation Planning, Engineering, Public Utilities, Planning and Transit

Date: January 4, 2018

Type of Item: Legislative

Summary Recommendation

Staff recommends the City Council review and considers adopting the proposed citywide policy for Complete Streets through the attached Resolution.

Executive Summary

A Park City Complete Street policy will carry out the intentions of the 2014 General Plan and formalize a process for planning, designing, construction, operations, and maintenance of Park City transportation facilities within the right-of-way to consider the accommodation of users of all transportation modes, ages and abilities. Additionally, a Complete Streets policy will incorporate community values identified in the 2014 General Plan by considering multi-modal transportation, adjacent land uses, the environment, street aesthetics, historic and natural resources as well as safety and mobility in transportation facilities. This policy will guide City staff, regional transportation partners and decision-makers in consistently planning, designing and constructing transportation facilities to develop a Complete Street network while balancing the needs of all anticipated users. The draft policy is included in Exhibit A.

Acronyms

CIP	Capital Improvement Program
FHWA	U.S. Department of Transportation Federal Highway Administration
SOV	Single Occupancy Vehicles
TAP	Transportation Alternative Program
TDM	Transportation Demand Management
TTMP	2011 Traffic and Transportation Master Plan
VMT	Vehicle Miles Traveled

Background

Transportation Planning, Planning, Engineering, and Transit Department staff, as well Summit

County staff, has worked collaboratively to develop a comprehensive approach to transportation system planning and implementation. Over the last year, numerous new and expanded transportation services and programs have been implemented that are aimed at reducing Vehicle Miles Traveled (VMT) and Single Occupancy Vehicles (SOV's). These programs are aimed at increasing mode split to promoting transit and active transportation modes and all relate to transportation system demand management (TDM). Staff is proposing implementing the General Plan by adopting a Complete Streets policy. This policy will be another tool in the toolbox for Park City's transportation system as it will promote multi-modal options for the community.

The 2014 General Plan in the Small Town section, has established a comprehensive vision, goals and objectives for Complete Streets, which states:

"The purpose of Complete Streets is to ensure that streets are designed to enable safe access for all users. In order for a street to be considered a complete street, pedestrians, bicyclists, motorists, and transit riders of all ages and abilities should be able to safely move along and across the street. In less populated areas of Park City, a complete street may look quite different from a complete street in a more heavily traveled or denser part of the City. Nevertheless, both should be designed to balance safety and convenience."

The 2014 General Plan continues to provide direction as it relates to livable communities and visitors to Park City (see Exhibit A):

"Complete Streets play an important role in livable communities, where all people regardless of age, ability or mode of transportation feel safe and welcome on the roadways. Park City is a tourist destination that offers an abundance of year-round outdoor activities. The streets are essential to the visitor experience and should prioritize recreational opportunities and easy access to the various amenities. Many visitors come looking to escape their typical city commute and find great pleasure and relaxation from enjoying a car free vacation. Complete Streets provide more opportunities for guests, residents and workers to get out of the car and take in the resort community at a slower pace."

The 2011 Traffic Transportation Master Plan (TTMP) is also consistent in looking to accommodate Complete Streets. The following related goals are located within the 2011 TTMP:

GOAL 1. Park City will have a multimodal transportation system with complete streets and balanced availability of pedestrian, bicycle, transit and auto travel.

GOAL 5. Mobility and accessibility in Park City will be as good or better than today while achieving a net reduction in the amount that each person drives a car.

The 2014 General Plan outlines additional "Implementation Strategies" that related to Complete Streets as contained in the "Small Town" element of the General Plan which state the following:

3.12 Implement the Complete Streets strategy of the Traffic and Transportation Master Plan and the Walkability Study.

3.A Streets, pedestrian paths and bike paths should contribute to a system of fully

connected and interesting routes to all destinations. Their design should encourage pedestrian and bicycle use by being small and spatially defined by buildings, trees, signs and lighting and by discouraging high –speed traffic.

3.4 Create safe bike/pedestrian pathways between all public spaces within the City limits.

3.5 Identify needed connectivity of roads, sidewalks, and trail systems to decrease vehicle miles traveled and increase direct pedestrian/bicycle routes to neighborhood amenities, as identified in individual neighborhood plans.

3.13 Seek alternatives to widening of existing streets and highways.

The aforementioned goals and strategies demonstrate that *proposed draft* Complete Street policy is consistent with the goals and strategies of the 2011 TTMP and 2014 General Plan.

The Opportunity

Staff has drafted a Complete Streets policy that provides Council with an opportunity to implement the vision and goals for Complete Streets as identified through the adopted 2014 General Plan and 2011 TTMP. Staff developed an internal committee with the purpose of drafting a policy to address Complete Streets for transportation facilities, street design, planning, design, construction, operations and maintenance projects. The committee includes staff representatives from Streets, Utilities/Water, Transit, Transportation Planning, Engineering and Planning Departments.

Additionally, a Complete Streets policy may advance cooperation among regional transportation agencies such as UDOT and Summit County. The policy encourages communities to develop a comprehensive complete streets vision with all involved parties identifying the road corridors that would benefit from complete streets principles.

The Complete Streets Committee drafted the elements of the policy as outlined in the 2014 General Plan, Volume II, page 24-25. The figure below shows both the recommended element from the 2014 General Plan and how it relates to the proposed draft Complete Streets Policy.

Section VII in the 2014 General Plan, Complete Street Elements		Proposed Accommodation of Complete Streets Policy
1.	A community vision for how and why the community wants to complete its streets	The community vision has been established in the TTMP and General Plan which is captured in Section 1 of the policy that outlines, accommodation of all modes incorporates community values as identified in the Park City General Plan by considering multi-modal transportation, the environment, street aesthetics, historic and natural resources as well as safety and mobility in transportation facilities
2.	Specifics as to who “all users of the street” would include	All users are defined in Section 2, to include bicyclists, pedestrians and transit passengers of all ages and abilities as well as freight, emergency vehicles and motorized vehicles
3.	Requirement for compliance with Complete Street policies for both new and redeveloped/retrofit street projects including design, planning, maintenance, and operations for the entire right-of-way	This is addressed in Section 2, with stating the ordinance applies to long range and short range planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, resurfacing, retrofit, operations, and maintenance and includes public right of way, privately constructed streets, park and ride lots, and parking lots
4.	Creates clear criteria and process for exceptions, including review by specified public boards	Section 3 includes a process and review for exceptions
5.	Encourages street connectivity and aims to create a comprehensive, integrated, connected network for all modes	Section 1 states, the City intends to develop transportation facility assets and a system wide multi-modal network that will enhance the safety and accessibility of the community. Section 2 states, streets should be designed to create a multi-modal network that provides access to services and core destinations which may include, but not be limited to, schools, parks, recreation opportunities, municipal functions, shopping, and entertainment

6.	Is adoptable to all public agencies and private partners involved in road construction and maintenance	Included in Section 5, where implementation of the accommodations for Complete Streets will be carried out cooperatively amount all departments, and to the greatest extent possible among developers, utility providers, state and regional agencies.
7.	Directs the use of the latest and best design criteria and guidelines while recognizing the need for flexibility in balancing user needs	Section 4 provides clear guidance in use of design criteria and guidelines while recognizing the need for flexibility in balancing user needs
8.	Directs that Complete Streets solutions that will complement the context of the community	Section 4 identifies solutions that will complement the context of the community
9.	Establishes performance metrics for outcomes for each mode	It is anticipated that the annual transportation report card will address complete streets performance metrics, therefore providing an annual update to City Council
10.	Includes specifics next steps for implementation	Section 4 outlines five implementation steps

The Problem

Historically, Complete Streets features have been considered and included in City funded transportation projects; however the formal process has deferred to the 2011 TTMP street cross sections that apply a simple cross section methodology to the roadway (see Exhibit B). This process has limitations as it relates to adjacent land uses, limits design flexibility for expanding user networks, does not include all available opportunities for the street, and potentially could overlook available technology and engineering advancements. Staff is proposing a Complete Streets policy that would guide transportation facilities, street design, planning, design, construction, operations and maintenance projects. Since 2011, policies and multi-modal designs have evolved to include an abundance of solutions for transit and active transportation facility treatments. The proposed draft Complete Streets policy has included reference to the leading industry design guidelines, stormwater management, elements of public art that support the streetscape, and a context-sensitive approach to adjacent land uses or nearby destinations. These elements are identified through published resources by Smart Growth America and the National Complete Streets Coalition (<https://smartgrowthamerica.org/resources>).

Current best practices spearheaded by Smart Growth America and the National Complete Streets Coalition and endorsed by U.S. Department of Transportation Federal Highway Administration (FHWA) for Complete Streets include managing sustainable stormwater, including artistic elements that contribute to user comfort and visual appeal, context sensitive solutions, policies or polycys that are adoptable by all agencies that cover the roads, and

includes utility upgrades as an opportunity to make upgrades to the street cross section (<https://smartgrowthamerica.org/resources>).

Current best management practices for addressing stormwater runoff could include integration of innovative stormwater infrastructure while also accomplishing other City goals by including educational and landscaping elements which are mutually beneficial for mobility, ecology and education. This is a national phenomenon that falls under many terms such as “Green Streets”, Green Complete Streets and “Green Infrastructure.” Including these elements provide a logical nexus for looking at Complete Streets opportunities under the street to further city goals and expanding the definition of Complete Streets.

Green streets integrate green stormwater management features to increase infiltration and/or filtration of runoff, reduce flows, and enhance watershed health which can protect water quality in rivers and streams by removing up to 90% of pollutants. Green streets replenish groundwater supplies, absorb carbon, improve air quality and neighborhood aesthetics, and provide green connections between parks and open space. This ultimately will limit the transport of pollutants and reducing energy costs for the community. Vegetated curb extensions, islands and other design features can improve pedestrian and bicycle safety, make the street more comfortable and calm traffic. By including green stormwater elements into the Complete Streets policy, streets will look to accommodate all users simultaneously incorporating best management practices for addressing stormwater runoff. Given that sustainability has also been identified as a Council Critical Priority, staff recommends including this element into the Complete Street policy.

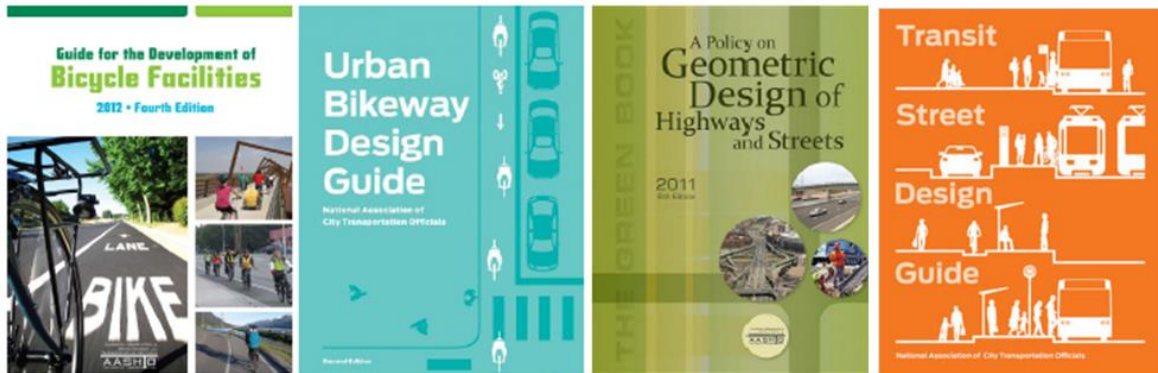
Given that arts and culture are core values of the community, staff recommends inclusion of public art and beautification streetscape elements that enhance the attractiveness of community places while also balancing the needs of the roadway with seasonal conditions that include but are not limited to, snow removal, winter maintenance, and snow storage.

The draft policy will expand the street cross-sections found in the 2011 TTMP and will propose context-sensitive street solutions that will take the existing cross-sections into account. It is important to the future of Park City’s transportation system that practitioners utilize engineering judgment and design flexibility. FHWA Technical Resource Center leads the discussion amongst transportation professionals the advantage establishing context sensitive design. One of the advantages of context-sensitive is that it provides compatibility with the community setting when planning and designing the transportation facilities. By moving in this direction, practitioners will be able to move past applying outdated standards and can create new standards and use current most up to date design guidelines that are tailored to solve each unique situation.

The Institute of Transportation Engineers (ITE) published the *“Designing Walkable Urban Thoroughfares: A Context Sensitive Approach,”* defines the principles of context sensitive as follows:

- Meet the needs of users and stakeholders
- Allow for engineering design flexibility
- Integrate community objectives and values relating to compatibility and livability
- Use the best currently available design guidance for a balanced approach to

- transportation design that provides flexibility to best accommodate all users
- Sensitive to the type of neighborhood and the land uses along roadways; context can help align transportation goals and land-use planning goals, creating livable, strong neighborhoods.



(Design Guidelines included in the draft policy)

Implementation of Complete Streets

The Complete Streets Committee, shall make Complete Streets practices a routine part of everyday operations, and shall approach every transportation facility project as an opportunity to improve the multi-modal transportation network for all users. The items for implementation found Section 5 in the draft policy will lay the foundation for how the cross departmental effort and implementation will take place. The committee will meet twice a year to coordinate transportation facility projects to encourage complete street implementation and to promote the most responsible and efficient use of fiscal resources for accommodating Complete Streets. If exceptions to the policy or specific projects are to be evaluated, an official Complete Streets Committee may convene as necessary. The annual transportation report will serve as mechanism for measuring implementation of Complete Streets, demonstrating the impacts and enhancements to the multi-modal network. Staff is in the process of updating this annual report, and will include future metrics to address the implementation of Complete Streets.

The National Complete Streets Coalition has found that most Complete Streets policies are adopted by resolution at the municipal level. However, the Complete Streets Committee views this internal policy as an initial first step, and will continue to strive for innovative and continuous ways to promote Complete Streets through implementation of future projects, additional policy and programs.

Finally, it is important to note that adopting this policy and including it in everyday operations does not mean all roads will be able to accommodate all modes due to physical constraints and existing local use of the roadway. However, a greater effort will be made to accommodate affected users and expand the network elsewhere, including on adjacent streets and/or on streets that intersect with that street or transportation facility.

Funding

Staff is not requesting funds at this time. Following completion and adoption of the policy, staff may seek funding through the Park City Municipal Capital Improvement Program (CIP), and appropriate outside State and Federal funding sources for including or retrofitting projects for complete street elements or as part of larger projects that may include Transportation

Alternative Program (TAP) funding.

Alternatives for City Council to Consider

- 1. Alternative 1: Recommend Adoption of the Policy:** Staff recommends this alternative.

Pros

- a. Approval of the requested action will advance two of the City Council's Critical Priorities: transportation and sustainability.
- b. Additional transportation and multi-modal alternatives are more readily available to the community.
- c. Implementation of this project will allow the City to develop process and design approval for long range and short range planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, resurfacing, retrofit, operations, and maintenance and includes public right of way, privately constructed streets, park and ride lots, and parking lots.

Cons

- a. As a result of adopting this policy and incorporating additional design standards, there may be an increase in City costs for retrofits, construction and maintenance of transportation facilities.

- 2. Alternative 2 – Do Nothing Alternative: Give direction that the policy does not fit with the goals of the community:** Staff does not recommend this alternative.

Pros

- a. Staff time can be allocated to other projects.

Cons

- a. Air quality will be adversely impacted.
- b. Additional transportation and multi-modal alternatives will not be as readily available to the community.
- c. Council would miss an opportunity to support Multi-modal options and traffic may increase and congestion worsens resulting in adverse air quality impacts.
- d. Council could choose to do nothing regarding this issue, but this would cause no action toward one of Council's Critical Priorities.

Department Review

This report was reviewed by Executive, Legal, Transportation Planning, Transit, Planning, Engineering, Water and Streets

Attachments:

Attachment A – Draft Resolution No. 01-2018, proposed Complete Streets Policy
Exhibit A – Page 24-25 from the *2014 General Plan, Small Town Volume II*
Exhibit B – Page 4.8-4.14 from the 2011 Traffic and Transportation Master Plan, Street Cross sections.

Attachment A:



RESOLUTION No. 01-2018

RESOLUTION ADOPTING A CITYWIDE COMPLETE STREETS POLICY FOR PARK CITY MUNICIPAL CORPORATION OF SUMMIT COUNTY, UTAH

WHEREAS, Park City has an interest in creating amenities that promote public health, safety, and welfare of residents and visitors; and

WHEREAS, the Complete Streets policy relating to Park City's accommodation of Complete Streets, stating guiding principles and practices so that transportation improvements are planned, designed and constructed to encourage walking, bicycling and transit use while continuing safe operations for all users and modes; and

WHEREAS, the Complete Streets policy is consistent with the goals outlined in the Traffic and Transportation Master Plan and the General Plan to encourage walking, bicycling, and transit use as safe convenient available modes of transportation; and

WHEREAS, the City should provide a transportation network that promotes access, mobility, and health by providing streets that are safe, convenient, accessible, and attractive for all users; and

WHEREAS, the City shall implement all transportation projects to enhance the context and character of the surrounding built and natural environment as all streets are unique given the adjacent land use and destinations they serve; and

WHEREAS, the City shall implement policies and procedures to accommodate Complete Streets that applies to new construction, reconstruction, retrofit facilities, projects and amenities that are designed, operated, planned and maintained or other changes of transportation facilities as contributing to Complete Streets, which may include but not necessarily be limited to: streets within the public right-of-way; pedestrian and bicycle amenities; street crossings and access improvements; transit facilities; access improvement to transit stops and stations; street trees and landscaping; street furniture; public art; green infrastructure and adequate drainage facilities:

NOW, THEREFORE, IT BE RESOLVED that the City Council of Park City, Utah hereby adopts a policy adopting a citywide Complete Streets policy as follows:

SECTION 1. ADOPTION. A citywide Complete Streets policy, dated January 4, 2018 attached hereto, along with all compendiums are hereby adopted.

SECTION 2. EFFECTIVE DATE. This Resolution shall take effect upon adoption.

PASSED AND ADOPTED this 4th Day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark D. Harrington, City Attorney

January 4, 2018

Section 1. Statement of Purpose and Intent.

Transportation facilities existing in the right-of-way are one of the City's largest shared assets. Transportation facility funding comes from revenue sources to which all contribute, and from which all should benefit regardless of age, ability, or transportation mode choice. The City intends to develop transportation facility assets as Complete Streets and a system wide multi-modal network that will enhance the safety and accessibility of the community. All City owned and operated transportation facilities in the public right-of-way shall accommodate Complete Streets through planning, design, construction, operations, and maintenance to encourage use of all transportation modes while continuing to balance safe operations for all users of all ages and abilities, so that all modes which include, motorists, pedestrians, bicyclists, and users of public transportation, freight, emergency vehicles and are accommodated and can travel safely. Accommodation of Complete Streets incorporates community values identified in the Park City General Plan by considering multi-modal transportation, adjacent land uses, the environment, street aesthetics, historic and natural resources as well as safety and mobility in transportation facilities.

Section 2. General Provisions.

The City shall consider transportation facility projects within the right-of-way, streets, park and ride lots, and parking lots as an opportunity to implement Complete Streets. For transportation facility projects within the right-of-way, Complete Street opportunities include, but are not limited to, long range and short range planning, programming, design, right-of-way acquisition, construction, construction engineering, reconstruction, resurfacing, retrofit, operations, and maintenance, and utility improvements.

Complete Streets within the public-right-of way shall be designed to create a multi-modal network that provides access to services and core areas which may include, but not be limited to, schools, parks, recreation opportunities, municipal functions, shopping, and entertainment destinations. Complete Streets shall be designed to encourage all current and future users and modes, which include bicyclists, pedestrians and transit passengers of all ages and abilities as well as freight, emergency vehicles and motorized vehicles. Wherever feasible, the City shall consider inclusion of public art and beautification streetscape elements that enhance the attractiveness of community places while also balancing the seasonal conditions within the City, that include but are not limited to, snow removal, winter maintenance, and snow storage. Wherever feasible, when designing transportation facilities the City shall consider best management practices for addressing stormwater runoff that could include integration of innovative infrastructure, and educational, and landscaping elements or green infrastructure that are mutually beneficial for mobility, ecology and education.

Section 3. Exceptions.

Any exception as outlined below regarding accommodation of Complete Streets, including for private projects, are only in unusual or extraordinary circumstances and must be unanimously approved by the Complete Streets Committee, which includes an interdepartmental advisory team comprised of Department of Engineering, Transportation Planning, Planning and Public Works. The Complete Streets Committee will review any exception request that is not on the list below. Exceptions may be considered

for approval when:

- A. Specific users are prohibited from using a transportation facility (such as non-motorized users prohibited from using an interstate freeway) by law;
- B. The cost of providing accommodation of a particular user, segment of Complete Streets or ongoing maintenance would be excessively disproportionate to the need or probability of use, now or in the future. The Complete Streets Committee, will determine whether the cost of establishing Complete Streets is excessively disproportionate on a project by project basis;
- C. The activities that are ordinary maintenance activities designed to keep assets in serviceable condition and do not change the transportation facility's geometry or operations. Such activities may include mowing, cleaning, sweeping, pothole filling, concrete joint repair, trip hazard mitigation, snow plowing, and other regular or seasonal maintenance;
- D. Accommodation of a particular modes or of all modes is not practically feasible because of severe topographic constraints or significant adverse impacts to the natural environment, historical or cultural resources, or neighboring land uses; or
- E. The project is under construction or in the final design stages at the time of the adoption of this policy.

When transportation facilities are exempted from this policy, a greater effort shall be made to accommodate affected users and modes elsewhere, including on adjacent streets and/or on streets that intersect with that street or transportation facility. Any exceptions shall be kept on record and made available to the public upon request.

Section 4. Design Standards.

Design for Complete Streets should follow a context-sensitive approach in which implementation is sensitive to the land use context, community values and vision as outlined in the General Plan and Transportation Master Plan, aesthetic, historical, and environmental resources, and the needs of many users, that results in a flexible, innovative, and balanced approach for transportation facility design that follows the best and latest design standards.

The City shall design transportation facilities to the best and latest design standards and guidelines available. Principles and strategies of street design and facilities for bicyclists, pedestrians and transit offered by the National Association of City Transportation Officials (NACTO) shall be utilized first and foremost in decision-making, such as "Urban Street Design Guide," the "Transit Street Design Guide" and "Urban Bikeway Design Guide." Additional design of transportation facilities should follow Complete Streets design guidelines and standards that are commonly used, which could include American Association of State Highway and Transportation Officials (AASHTO) "Guide For The Development Of Bicycle Facilities", and "A Policy On Geometric Design Of Highways And Streets", the Institute of Transportation Engineers (ITE) recommended practice "Design And Safety Of Pedestrian Facilities" and the U.S. Department of Transportation (USDOT) sponsored "Designing Sidewalks And Trails For Access Part II: Best Practices Design." Additional guidelines include, but are not limited to, Federal Highway Administration (FHWA), the Institute of Transportation Engineers (ITE), the Americans with Disabilities

Act Accessibility Guidelines (ADA), the Public Right-of-Way Accessibility Guidelines (PROWAG), American Association of State Highway and Transportation Officials (AASHTO) and the American Society of Landscape Architects (ASLA).

Section 5. Implementation and Reporting.

- A. The City shall make accommodation of Complete Streets practices a routine part of everyday operations and procedures. The City shall approach transportation facility projects within the public right-of-way as an opportunity to make accommodations for Complete Streets. Implementation of Complete Streets will be carried out cooperatively amongst all departments, and to the greatest extent possible among developers, utility providers, state and regional agencies.
- B. Accommodation of Complete Streets shall be integrated into all transportation, engineering planning, design, maintenance, and funding decisions.
- C. Accommodation of Complete Streets shall influence the early scoping phase and design of all City capital improvement projects that include transportation facilities within the public right-of-way.
- D. The City will actively look for opportunities to repurpose public right-of-way to enhance multi-modal connectivity.
- E. City staff shall meet twice a year through an internal Complete Streets Committee to evaluate, maintain and coordinate transportation facility projects to encourage implementation and to promote the most responsible and efficient use of fiscal resources for accommodating Complete Streets.
- F. City Staff will report on Complete Streets, showing progress made in implementing this policy through the annual transportation report to City Council.
- G. City staff shall prepare updates to the City Council when exceptions to the policy are made.

Section 6. Establishment of a Complete Streets Committee.

The Complete Streets Committee, which includes an interdepartmental advisory team comprised of Department of Engineering, Transportation Planning, Planning and Public Works, is hereby established to determine exceptions to the Complete Streets Policy on a project by project basis. The Complete Streets Committee will determine whether the cost of establishing accommodation for modes and elements of Complete Streets is excessively disproportionate to the need or probability of use, now or in the future.

STRATEGY: Complete Streets

The purpose of Complete Streets is to ensure that streets are designed to enable safe access for all users. In order for a street to be considered a complete street, pedestrians, bicyclists, motorists and transit riders of all ages and abilities should be able to safely move along and across the street.

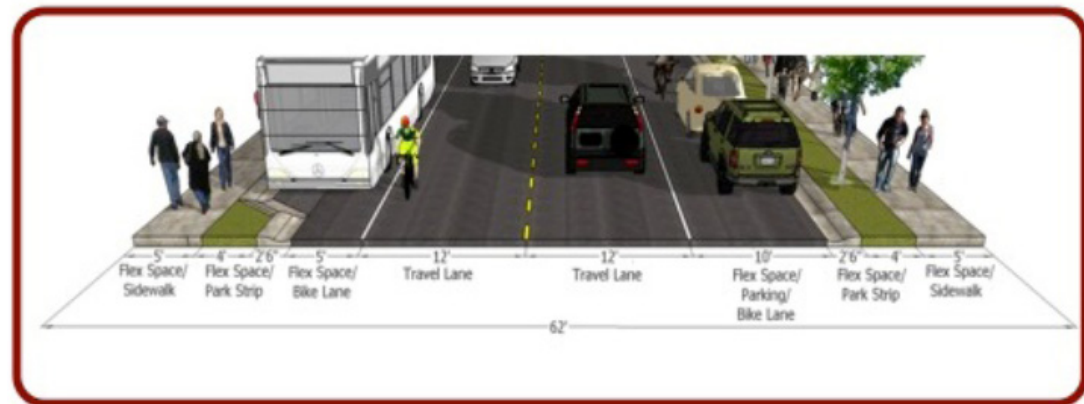
In less populated areas of Park City, a complete street may look quite different from a complete street in a more heavily traveled or denser part of the City. Nevertheless, both should be designed to balance safety and convenience.

“Park City will have a multi-modal transportation system with complete streets and balanced availability of pedestrian, bicycle, transit and auto travel.”

*Park City Traffic and Transportation
Master Plan Goal #1*

Tourism Most importantly, Park City is a tourist destination that offers an abundance of year-round outdoor activities. The streets are essential to the visitor experience and should prioritize recreational opportunities and easy access to the various amenities. Many visitors come looking to escape their typical city commute and find great pleasure and relaxation from enjoying a car free vacation. Complete Streets provide more opportunities for guests, residents, and workers to get out of the car and take in the resort community at a slower pace.

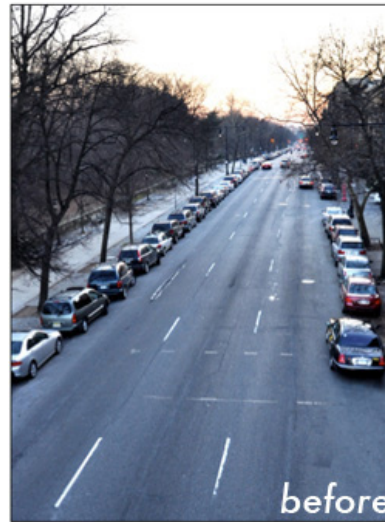
Liveable Communities Complete Streets play an important role in livable communities, where all people – regardless of age, ability or mode of transportation – feel safe and welcome on the roadways. A recent study found that people who live in walkable communities are more likely to be socially engaged and trusting than residents of less walkable neighborhoods. Additionally, they reported being in better health and happier more often¹¹. The social benefits of complete streets complement the City’s core value, Sense of Community.



The 2011 Park City Traffic and Transportation Master Plan reinforces the City’s goal to create complete streets. Above: Major Residential Collector cross section from PC TTMP.

There is no singular design prescription for Complete Streets. Each one is unique and responds to the needs of the city. In Park City, a complete street policy may include:

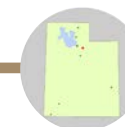
- A community vision for how and why the community wants to complete its streets
- Specifics as to who “all users of the street” would include.
- Requirement for compliance with Complete Street policies for both new and redeveloped/retrofit street projects, including design, planning, maintenance, and operations, for the entire right-of-way.
- Creates clear criteria and process for exceptions, including review by specified public boards.
- Encourages street connectivity and aims to create a comprehensive, integrated, connected network for all modes.
- Is adoptable by all agencies involved in road construction and maintenance.
- Directs the use of the latest and best design criteria and guidelines while recognizing the need for flexibility in balancing user needs.
- Directs that Complete Streets solutions will complement the context of the community.
- Establishes performance standards with measurable outcomes for each mode.
- Includes specific next steps for implementation.



This example of a complete street in illustrates a “road diet” (reduction in vehicle lanes), new cycling lanes, improved pedestrian crosswalks, etc. Additional complete streets concepts might include turning lanes for a road, improved streetscape to separate pedestrians and vehicles, or even surface treatments to slow vehicles.

Health The Centers for Disease Control and Prevention recently named adoption of Complete Streets policies as a recommended strategy to prevent obesity. One study found that forty-three percent (43%) of people with safe places to walk within 10 minutes of home met recommended physical activity levels; among individuals without safe places to walk, just twenty-seven percent (27%) met recommended physical activity levels. Easy access to transit can also contribute to healthy physical activity: nearly one third (1/3) of transit users meet the Surgeon General’s recommendations for minimum daily exercise.¹²

Savings Typically, Americans spend an average of 18 cents of every dollar they earn on transportation, with the poorest fifth of families spending more than double that figure.¹³ A two-person adult household that uses public transportation saves an average of \$6,251 annually compared to a household with two cars and no public transportation accessibility.¹⁴ This figure could be higher for those who commute to Park City from the outlying areas. Park City’s dedication to offering multi-modal transportation options decreases transportation costs, helping the City attain its goal of retaining full time residents.



Standard Street Cross-Sections

This section describes the standard cross-sections for each of the functional classifications previously displayed. These standards will apply primarily to new roads, but should also be used to evaluate the elements of the roadway that are of most importance during major reconstruction, widenings, etc. For each cross-section, an order of priority is shown for elements outside of the travel lanes. This priority will be important in cases where the full right-of-way (ROW) width is not available to accommodate all of the cross-section elements.

Local Road – non-Old Town

Daily Traffic Volumes: <2,000

Threshold: 2,500 daily traffic

Description: Primarily designed to provide access to houses. Usually provide access (driveways) over speed.

When the full ROW width is not available, the order of priority on flex space will be:

Parking
Sidewalks



Local Road – Old Town

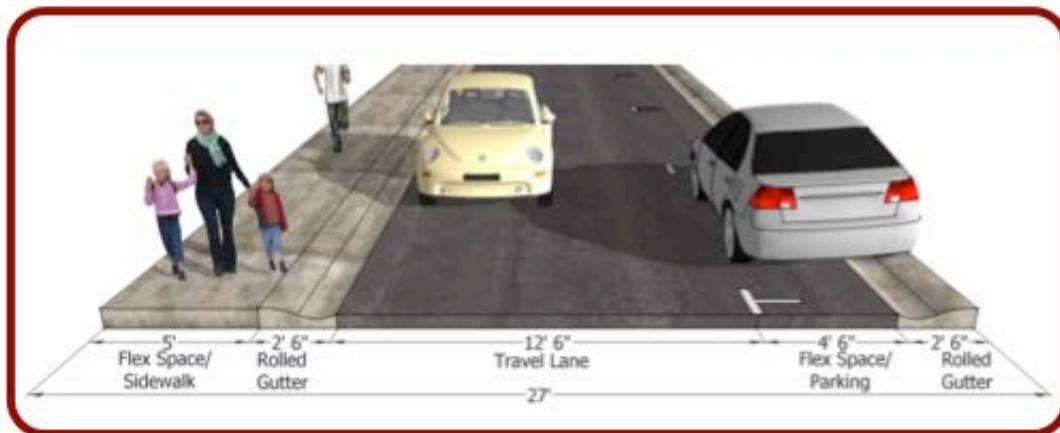
Daily Traffic Volumes: <2,000

Threshold: 2,500 daily traffic

Description: Primarily designed to provide access to houses. Usually provide access (driveways) over speed.

When the full ROW width is not available, the order of priority on flex space will be:

Parking
Sidewalks



Minor Residential Collector

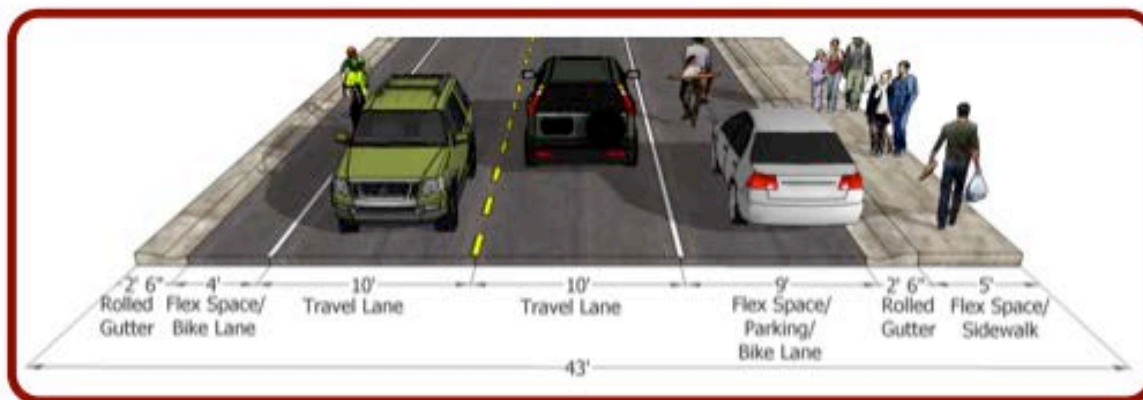
Daily Traffic Volumes: 2,000 - 5,000

Description: Typically connect local roads to higher functioning roads. Access is still a priority but road design begins to accommodate somewhat higher traffic volumes.

Threshold: 8,000 daily traffic

When the full ROW width is not available, the order of priority on flex space will be:

- Sidewalks
- Parking
- Bike lanes



Major Residential Collector

Daily Traffic Volumes: 3,000-8,000

Description: Provide access to some residential land uses but tend to serve higher traffic volumes and more direct access to arterial facilities.

Threshold: 10,000 daily traffic

When the full ROW width is not available, the order of priority will be:

- Bus pull-outs
- Parking
- Sidewalks
- Bike lanes
- Park strips



Commercial Collector

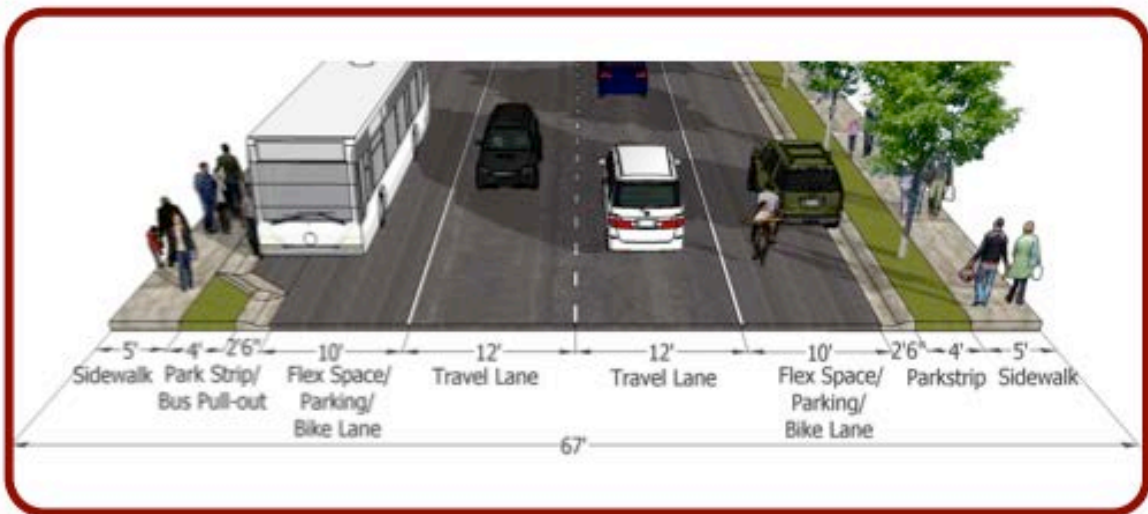
Daily Traffic Volumes: 7,000 - 15,000

Description: Provide access to local and smaller scale businesses. They serve higher volumes than residential collectors and often provide direct connections to arterial streets.

Threshold: 15,000 daily traffic

When the full ROW width is not available, the order of priority on flex space will be:

- Parking
- Sidewalks
- Bike lanes
- Park strips



Non-UDOT Arterial

Daily Traffic Volumes: 5,000 - 15,000

Description: Provide access to Park City from areas outside the city. Although Marsac is currently State Route 224, it does not function like a standard state route which typically provides high-volume and high-speed connections across regions.

Threshold: 19,000 daily traffic

When the full ROW width is not available, the order of priority on flex space will be:

- Shoulders
- Sidewalks/multi-use paths
- Center turn lanes/medians



UDOT Arterial

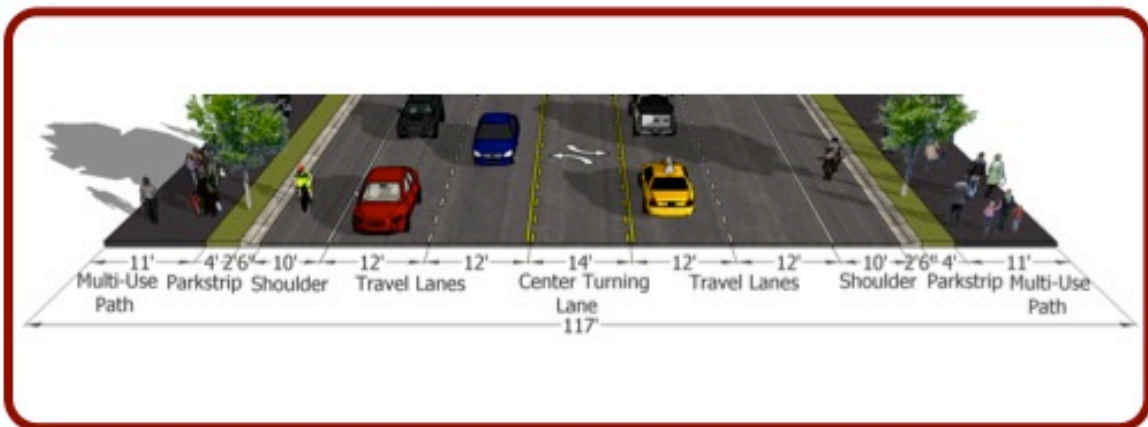
Daily Traffic Volumes: 15,000+

Description: Provide main access to Park City from other areas. They also serve large-scale land uses such as the schools on Kearns Blvd. and major commercial areas on Park Avenue.

Threshold: 38,000 daily traffic

When the full ROW width is not available, the order of priority will be:

- Shoulders
- Multi-use paths (can be narrower)
- Travel lanes (can be narrower in slower speed sections)
- Park strips





DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

This is a request for approval of the Goldener Hirsch Condominiums plat (Exhibit A) for 39 residential units and one American with Disability Act (ADA) unit within one building currently under construction and located at 7520 Royal Street East. This condominium plat memorializes density, uses and configuration of units under construction and identifies areas of private and common ownership. On December 13, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council. No public input was provided at the hearing.

Acronyms

ADA- American with Disability Act

CUP- Conditional Use Permit

HOA- Homeowners Association

LMC- Land Management Code

MPD- Master Planned Development

RD- Residential Development Zoning District

SF/sf- Square Feet

UE- Unit Equivalent

Respectfully:

Kirsten Whetstone, Senior Planner

City Council Staff Report



Subject: Goldener Hirsch Condominiums
Author: Kirsten A. Whetstone, MS, AICP
Project #: PL-17-03696
Date: January 4, 2018
Type of Item: Legislative – Condominium Plat

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Goldener Hirsch Condominiums plat, for thirty-nine residential units within one building, and consider approving the condominium plat pursuant to findings of fact, conclusions of law and conditions of approval as found in the Ordinance.

Description

Applicant: Hope Eccles, EccKids LLC, owner
Applicant Representative: Christopher M. Conabee
Location: 7520 Royal Street East
Zoning: Residential Development (RD) District subject to the Twelfth Deer Valley Master Planned Development (MPD)
Adjacent Land Uses: Deer Valley Resort, Park City Fire District DV Station, and residential and commercial condominiums such as Royal Plaza, Mount Cervin, the Inn at Silver Lake, Stein Eriksen Lodge, Chateaux at Silver Lake and Black Bear Lodge.
Reason for Review: Condominium plats require Planning Commission review and recommendation with final action by City Council.

Proposal

This is a request for approval of the Goldener Hirsch Condominiums plat (Exhibit A) for 39 residential units and one American with Disability Act (ADA) unit within one building currently under construction and located at 7520 Royal Street East. This condominium plat memorializes density, uses and configuration of units under construction and identifies areas of private and common ownership. On December 13, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council. No public input was provided at the hearing.

Background

The property at 7520 Royal Street East is located within the Residential Development (RD) zoning district on a 1.166 acre Lot 1 of the 2nd Amendment to a Re-Subdivision of

Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision. The property is subject to the Twelfth Amended Deer Valley Master Planned Development (MPD), approved by the Planning Commission on November 30, 2016 (Exhibit B). The subdivision amendment was approved by City Council on December 15, 2016 and was recorded at Summit County on September 12, 2017 (Exhibit C).

On November 30, 2016, the Planning Commission approved the Goldener Hirsch Conditional Use Permit (CUP) for 39 residential units and one ADA unit (Exhibit D). The MPD and the Goldener Hirsch CUP approved up to 68,843 square feet (sf) of private residential uses utilizing a maximum of 34.4215 unit equivalents (UE). Support meeting and support commercial uses up to 6,884.3 sf (10% of the residential area) were also approved, as well as accessory residential uses, parking, circulation, and mechanical and storage areas. A total building size of 154,578 sf was approved with the CUP.

On September 21, 2017, a building permit was issued for the parking structure. On November 22, 2017, a building permit was issued for construction of the building. The project is being constructed in one phase with an anticipated completion by the end of 2020.

On October 30, 2017, the City received an application for the Goldener Hirsch Condominiums plat. The application was considered complete on November 3, 2017. The proposed condominium plat memorializes the density, size and configuration of units under construction and identifies areas of private and common ownership. See Exhibits E, F and G for survey, aerial photo and site photos.

On December 13, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council. No public input was provided at the hearing.

Purpose of the RD Zone

The purpose of the Residential Development (RD) Zoning District is to:

- (A) Allow a variety of Residential Uses that are Compatible with the City's Development objectives, design standards, and growth capabilities,
- (B) Encourage the clustering of residential units to preserve natural Open Space, minimize Site disturbance and impacts of Development, and minimize the cost of municipal services,
- (C) Allow commercial and recreational activities that are in harmony with residential neighborhoods,
- (D) Minimize impacts of the automobile on architectural design,
- (E) Promote pedestrian connections within Developments and between adjacent Areas; and
- (F) Provide opportunities for variation in architectural design and housing types.

Analysis

The zoning for the subdivision is Residential Development (RD) subject to the Deer Valley MPD (12th Amended and Restated) and Goldener Hirsch CUP.

	RD District Permitted/ MPD/CUP allowed	Proposed
Lot Size	No minimum lot size	1.166 acres (50,786 sf)
Height	Per DV MPD - 64' maximum from base of USGS 8122 (not to exceed USGS 8186').	64' from base of United States Geological Society (USGS) 8122' and does not exceed USGS 8186'. <u>Complies.</u>
Front setbacks	20' along Royal Street 15' along Sterling Court	20' (to foundation, LMC exceptions apply) 15' (to foundation, LMC exceptions apply) <u>Complies.</u>
Side setback	12'	12' (to foundation, LMC exceptions apply) <u>Complies.</u>
Rear setback	15'	15' (to foundation, LMC exceptions apply) <u>Complies.</u>
Parking	Minimum of 67 spaces (for all residential units per LMC Chapter 3)	100 spaces (94 plus 6 ADA spaces) Complies.

The platted units include the following:

Unit #	Total Floor Area (square feet)	Parking required
Private Units		
Unit 211	2,241	2
Unit 212	2,221	2
Unit 213	2,179	2
Unit 214	2,196	2
Unit 221	607	1
Unit 222	587	1
Unit 223	1,846	1.5
Unit 224	2,052	2
Unit 311	2,267	2
Unit 312	2,221	2
Unit 313	2,195	2
Unit 314	2,198	2
Unit 321	2,410	2

Unit 322	2,193	2
Unit 323	610	1
Unit 324	586	1
Unit 325	1,851	1.5
Unit 326	2,051	2
Unit 411	2,271	2
Unit 412	2,217	2
Unit 413	2,200	2
Unit 414	2,192	2
Unit 421	2,400	2
Unit 422	2,187	2
Unit 423	599	1
Unit 424	586	1
Unit 425	1,851	1.5
Unit 426	2,052	2
Unit 511	2,268	2
Unit 512	2,229	2
Unit 513	2,195	2
Unit 514	2,196	2
Unit 520	619	1
Unit 521	2,416	2
Unit 522	746	1
Unit 523	605	1
Unit 524	583	1
Unit 525	650	1
Unit 526	3,270	2
Total sf of 39 units (47.5 % of total building area)	68,843	65.5
Unit 111 (ADA) (limited common area)	1,692	1.5
Total support meeting and support commercial (sf) (9.99% of residential sf) (4.75% of total building area)	6,882	n/a
Total common residential/guest accessory uses(sauna, pool, restrooms, ski lockers, owner lounge, board room, fitness room, guest room	5,978	n/a

service kitchen) (4.12% of total building area)		
Total common circulation, storage, mechanical, janitor/housekeeping closets, etc. (12.1% of total building area)	17,508	n/a
Parking garage (30% of total building area)	44,035	n/a
Total building area, including parking garage (154,578 sf approved)	144,938	n/a

The condominium plat identifies 39 private residential units totaling 68,843 sf, utilizing 34.4215 UE. The units range in area from 583 sf to 3,270 sf with an average unit area of 1,765.2 sf. Lockout units are incorporated within the units per the MPD as this property will function primarily as a condominium hotel with “hot beds” to support the resort character of the area. Lockouts are included in the total unit areas and parking is based on the total unit square footage. One ADA unit is identified as limited common area. An underground parking structure provides 100 parking spaces, including 6 ADA spaces, as well as limited common storage areas for each unit. Parking is identified as limited common, managed by the HOA in a manner to be clearly spelled out in the final recorded CCRs and parking management plan, following review and approval by the City. Total building area is 144,938 sf, including 44,035 sf of parking garage. The Conditional Use Permit approved a gross building size of 154,578 sf.

The plat identifies a total of 6,882 sf of support meeting/support commercial uses, of which 5,602 sf are support meeting uses (4,508 sf meeting room and 1,094 sf meeting support kitchen) and 1,280 sf are support commercial (579 sf café/pastry shop and 701 sf spa/treatment area by the pool). The MPD allows 6,884.3 sf of support meeting/support commercial uses, which is 9.99% of total residential area (68,843 sf).

Staff finds good cause for this condominium plat as it is consistent with density and uses identified in the approved Master Planned Development, as amended and the approved Conditional Use Permit. The condominium plat allows for the sale of individual units. No deed restricted affordable units are proposed or required by the Deer Valley MPD. For the Deer Valley MPD, affordable, deed restricted units are provided by the master developer.

Department Review

This project has gone through an interdepartmental review. Issues brought up at that time, including utility easements and ownership designations have been added and/or revised. As conditioned, no further issues remain.

Notice

On November 29, 2017, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on November 25, 2017.

Public Input

Staff has not received any public input at the time of this report.

Alternatives

- City Council may approve the Goldener Hirsch Condominium plat as conditioned or amended, or
- City Council may deny the Goldener Hirsch Condominium plat and direct staff to make Findings for this decision, or
- City Council may continue this item to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Platting the condominium units allows individual units to be sold.

Consequences of not taking the Suggested Recommendation

Individual units could not be sold.

Good Cause

There is good cause for this condominium plat to memorialize the size and configuration of these units as approved by the Conditional Use Permit in order to describe the private, common and limited common areas.

Recommendation

Staff recommends the City Council hold a public hearing for the Goldener Hirsch Condominiums plat, for thirty-nine residential units within one building, and consider approving the condominium plat pursuant to findings of fact, conclusions of law and conditions of approval as found in the Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed plat

Exhibit B – Action letter of 12th Amendment to the Deer Valley MPD

Exhibit C – Recorded plat amendment

Exhibit D – Action letter for the Goldener Hirsch CUP

Exhibit E – Survey (prior to construction)

Exhibit F – Aerial photo

Exhibit G – Photos of site

Exhibit H – Applicant's construction update photos

Draft Ordinance No. 2018-01

**AN ORDINANCE APPROVING THE GOLDENER HIRSCH CONDOMINIUMS PLAT
LOCATED AT 7520 ROYAL STREET EAST, PARK CITY, UTAH.**

WHEREAS, the owners of the property known as the Goldener Hirsch Condominiums, located at 7520 Royal Street, petitioned the City Council for approval of the Goldener Hirsch Condominiums plat; and

WHEREAS, on November 29th, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on November 25th, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on December 13, 2017, to receive input on the Goldener Hirsch Condominium plat;

WHEREAS, the Planning Commission, on December 13, 2017, forwarded a positive recommendation to the City Council; and,

WHEREAS, the City Council on January 4, 2018, held a public hearing and took final action on the condominium plat; and,

WHEREAS, it is in the best interest of Park City, Utah to approve the Goldener Hirsch Condominiums plat consistent with the Twelfth Amended Deer Valley Master Planned Development Agreement and Goldener Hirsch Conditional Use Permit.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Goldener Hirsch Condominiums plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 7520 Royal Street East.
2. The Goldener Hirsch Condominiums are located in the Residential Density (RD-MPD) zoning district, subject to the Twelfth Amended Deer Valley Master Planned Development (MPD) approved by the Planning Commission on November 30, 2016.
3. On November 30, 2016, the Planning Commission approved the Goldener Hirsch Conditional Use Permit for 39 residential units and one ADA unit within one building. The MPD and the Goldener Hirsch Conditional Use Permit allow up to 68,843

square feet (sf) of private residential uses utilizing a maximum of 34.4215 unit equivalents (UE), where one UE is equivalent to 2,000 sf.

4. On December 15, 2016, the City Council approved the 2nd Amendment to a Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision. The plat was recorded at Summit County on September 12, 2017.
5. On September 21, 2017, a building permit was issued for the parking structure.
6. On October 30, 2017, the City received an application for the Goldener Hirsch Condominiums plat. The application was considered complete on November 3, 2017.
7. On November 22, 2017, a building permit was issued for construction of the building. The project is being constructed in one phase with an anticipated completion by the end of 2020.
8. The proposed condominium plat memorializes the density, size and configuration of units under construction and identifies areas of private, common and limited common ownership.
9. The condominium plat identifies 39 private residential units totaling 68,843 sf, utilizing 34.4215 UE. The units range in size from 583 sf to 3,270 sf with an average unit size of 1,765.2 sf. Based on the unit sizes, a minimum of 67 parking spaces is required.
10. An underground parking structure provides 100 parking spaces, including 6 ADA spaces, as well as limited common storage areas for each unit. There is a mix of guest and public parking spaces, to be identified as limited common and managed by the HOA. A parking management plan will be reviewed and approved by the City and incorporated into the CCRs to address this mix and management of the parking.
11. The plat identifies a total of 6,882 sf of support meeting/support commercial uses, of which 5,602 sf are support meeting uses (4,508 sf meeting room and 1,094 sf meeting support kitchen) and 1,280 sf are support commercial (579 sf café/pastry shop and 701 sf spa/treatment area by the pool). The MPD allows 6,884.3 sf of support meeting/support commercial uses, which is 10% of total residential area (68,843 sf).
12. The plat is consistent with the approved Master Planned Development and the approved Conditional Use Permit in terms of density, height, uses, setbacks and parking.
13. The condominium plat allows for the sale of individual units.
14. No affordable deed restricted units are proposed or required by the Deer Valley MPD as part of this project.

Conclusions of Law:

1. There is good cause for this condominium plat.
2. The condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. Conditions of approval of the Twelfth Amended Deer Valley Master Planned Development (MPD) and the Goldener Hirsch Conditional Use Permit (CUP) apply to this plat and a note shall be added to the plat prior to recordation referencing the conditions of approval of the Twelfth Amended Deer Valley MPD and the Goldener Hirsch CUP.
4. All applicable notes, easements and requirements of the 2nd Amendment to a Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision continue to apply and shall be indicated on this plat prior to recordation.
5. Because there is a mix of guest and public parking spaces, identified as limited common and managed by the Home Owners Association (HOA), a parking management plan is required to address this mix and management of the use and shall also be spelled out in the Conditions Covenants and Restrictions (CCRs), upon review and approval by the City prior to recordation.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

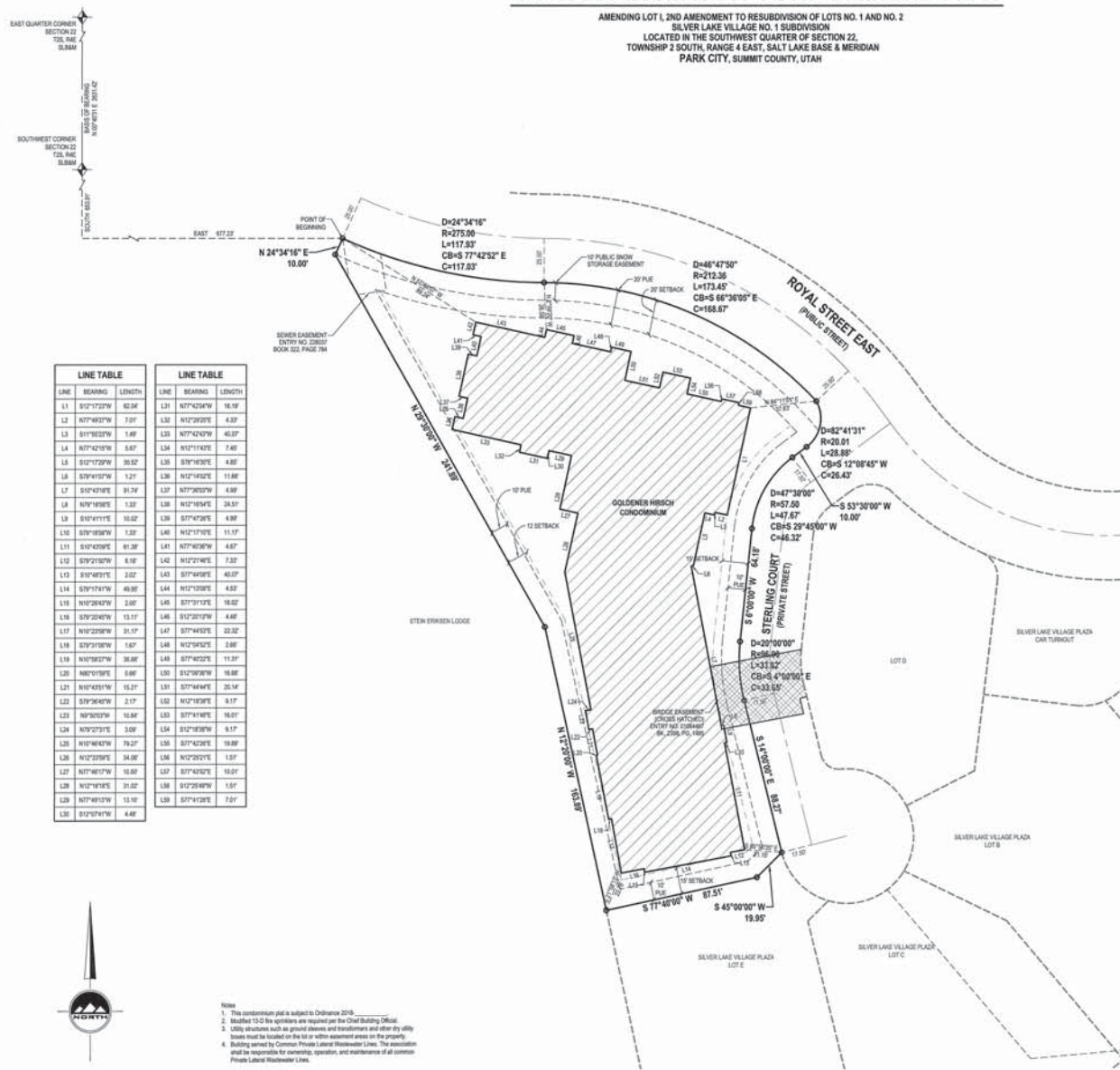
Mark Harrington, City Attorney

Exhibits

Exhibit A – Condominium plat

GOLDENER HIRSCH CONDOMINIUM PLAT

AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
SILVER LAKE VILLAGE NO. 1 SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

PATRICIA M. HARRIS do hereby certify that I am a Licensed Land Surveyor, and that I am the person who prepared and/or supervised the preparation of the foregoing description of the land shown on the attached plat. I further certify that the plat is a true and correct copy of the original as shown to me by the Owner, I have made a survey of the tract of land and the following description correctly describes the land surface upon which has been or will be constructed, hereafter to be known as OLIVER AND CHICK CONDOMINIUM #1 a Unit Condominium project, in accordance with the Unit Condominium Ownership Act, I further certify that the condominium plat for said project is accurate and complies with the provisions of Section 57-6-13 (1) of the Unit Condominium Ownership Act. Reference markers as shown on this plat are located as shown and are subject to re-survey should the survey.

BOUNDARY DESCRIPTION LOT 1

[illegible]

Contains 50,720 square feet or 1,166 acres.

OWNER'S DEDICATION

Known all men by these presents that I, we, the undersigned owner(s) of the above described tract of land, having caused same to be subdivided, hereafter known as the

GOLDENER HIRSCH CONDOMINIUM PLAT

I hereby dedicate for personal use of the public all parcels of land shown on this plat as intended for Public use. The undersigned herewith also hereby consents to any and all public utility companies, including the City of Boulder Water Reclamation District, providing service to the herein described tract a perpetual, non-exclusive easement over the public streets and public utility easements shown on this plat, the same to be used for drainage and the installation and maintenance and operation of public utility service lines and facilities.

In witness whereof, I / we have hereunto set our hand (s) this _____ day of _____ A.D. 20____

By _____

By _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of _____

On the _____ day of _____ A.D. 20____, _____ person
executed before me, the undersigned Notary Public, in and for said County of _____
in the State of Utah, who after
fully sworn, acknowledged to me that He/Hill is the _____ of _____
Limited Liability Company and that He/Hill signed the Owner's Declaration freely and voluntarily for and in behalf of said Limited Liability
Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

MY COMMISSION EXPIRES: _____ MY COMMISSION NUMBER: _____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

STATE OF UTAH
County of _____

On the _____ day of _____ A.D. 20____, _____ person
appeared before me, the undersigned Notary Public; in and for said County of _____ in the State of Utah, who after
study herein, acknowledged to me that He/She is the _____ of _____
Limited Liability Company and that He/She signed the Owner's Dedication treaty and voluntarily for and in behalf of said Limited Liability
Company for the purposes therein mentioned and acknowledged to me that said Corporation executed the same.

GOLDENER HIRSCH CONDOMINIUM PLAT

AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
SILVER LAKE VILLAGE NO. 1 SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

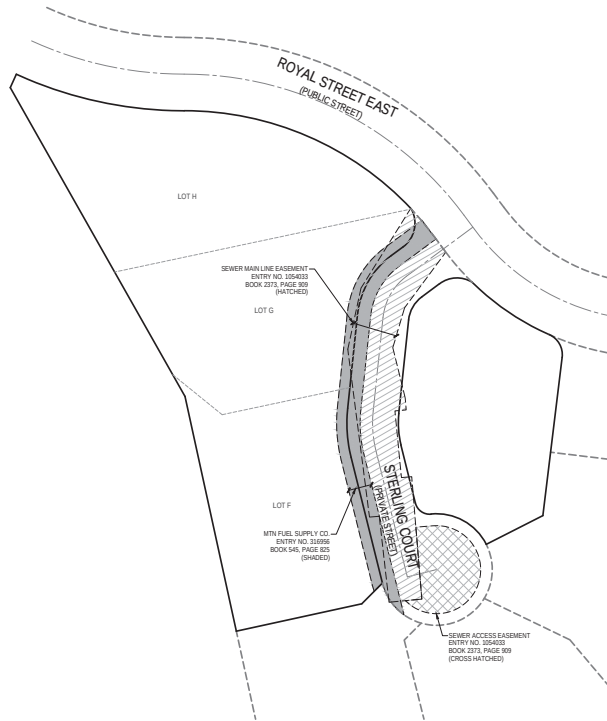
STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE: _____ SUMMIT COUNTY RECORDER

GOLDENER HIRSCH CONDOMINIUM PLAT

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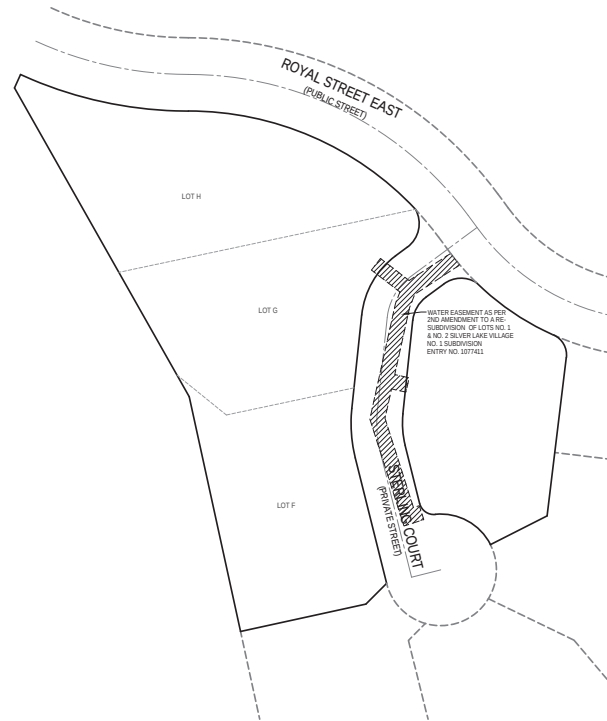
DETAIL 2

SEWER EASEMENT & MTN. FUEL EASEMENT STERLING COURT

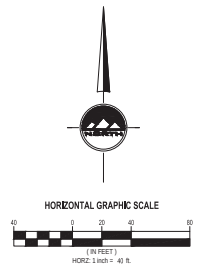


DETAIL 3

WATERLINE EASEMENT STERLING COURT



- LEGEND**
- EXISTING STREET MONUMENT
 - SECTION CORNER SET 5'
 - REBAR WITH YELLOW PLASTIC CAP, OR NAIL STAMPED "ENSGN ENG. & LAND SURV."
 - PUE
 - PUE = PUBLIC UTILITY EASEMENT
 - BOUNDARY LINE
 - SECTION LINE
 - CENTER LINE
 - EASEMENT LINE
 - LOT LINE
 - OLD LOT LINE
 - ADJACENT PROPERTY LINE
 - SETBACK LINE



SHEET 2 OF 12
PROJECT NUMBER: 0772
MANAGER: RCE
DRAWN BY: BGS
CHECKED BY: PSR
DATE: 11/01/17



SALT LAKE CITY
4576 W. 10000 S. Suite 500
Sandy, UT 84070
PHONE: 801.225.5525
FAX: 801.225.4449
WWW.ENSGN.COM

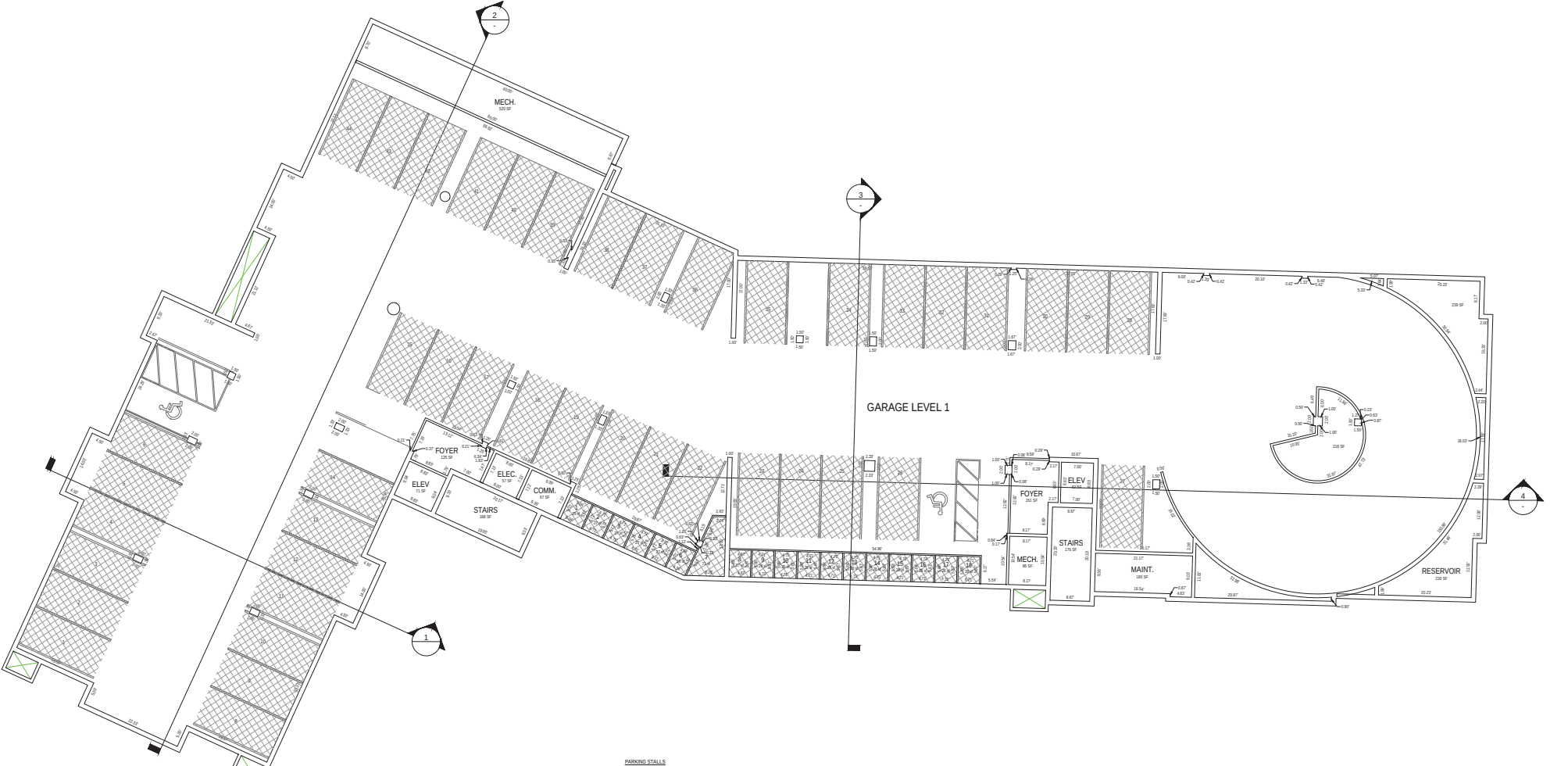
LAYTON
PHONE: 801.225.5525
TOLL FREE
PHONE: 801.225.5525
SALT LAKE CITY
PHONE: 801.225.5525
FAX: 801.225.4449

GOLDENER HIRSCH CONDOMINIUM PLAT
AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
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TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

RECORDED #
STATE OF UTAH COUNTY OF SUMMIT, RECORDED AND FILED AT THE
REQUEST OF: _____
DATE: _____ TIME: _____ BOOK: _____ PAGE: _____
FEE: _____ SUMMIT COUNTY RECORDER

GOLDENER HIRSCH CONDOMINIUM PLAT

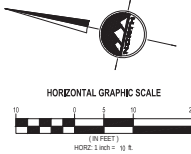
AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
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PARK CITY, SUMMIT COUNTY, UTAH



PARKING STALLS
2 - HANDICAP STALLS
44 - REGULAR STALLS

LEGEND

- SUPPORT UNIT
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SHEET 3 OF 12
PROJECT NUMBER: 672
MANAGER: PMH
DRAWN BY: JNH
CHECKED BY: PMH
DATE: 12/6/17



SALT LAKE CITY
45 W. 2000 S. Suite 500
South UT 84071
Phone: 801.255.0529
Fax: 801.255.4445
WWW.ENSIGNING.COM

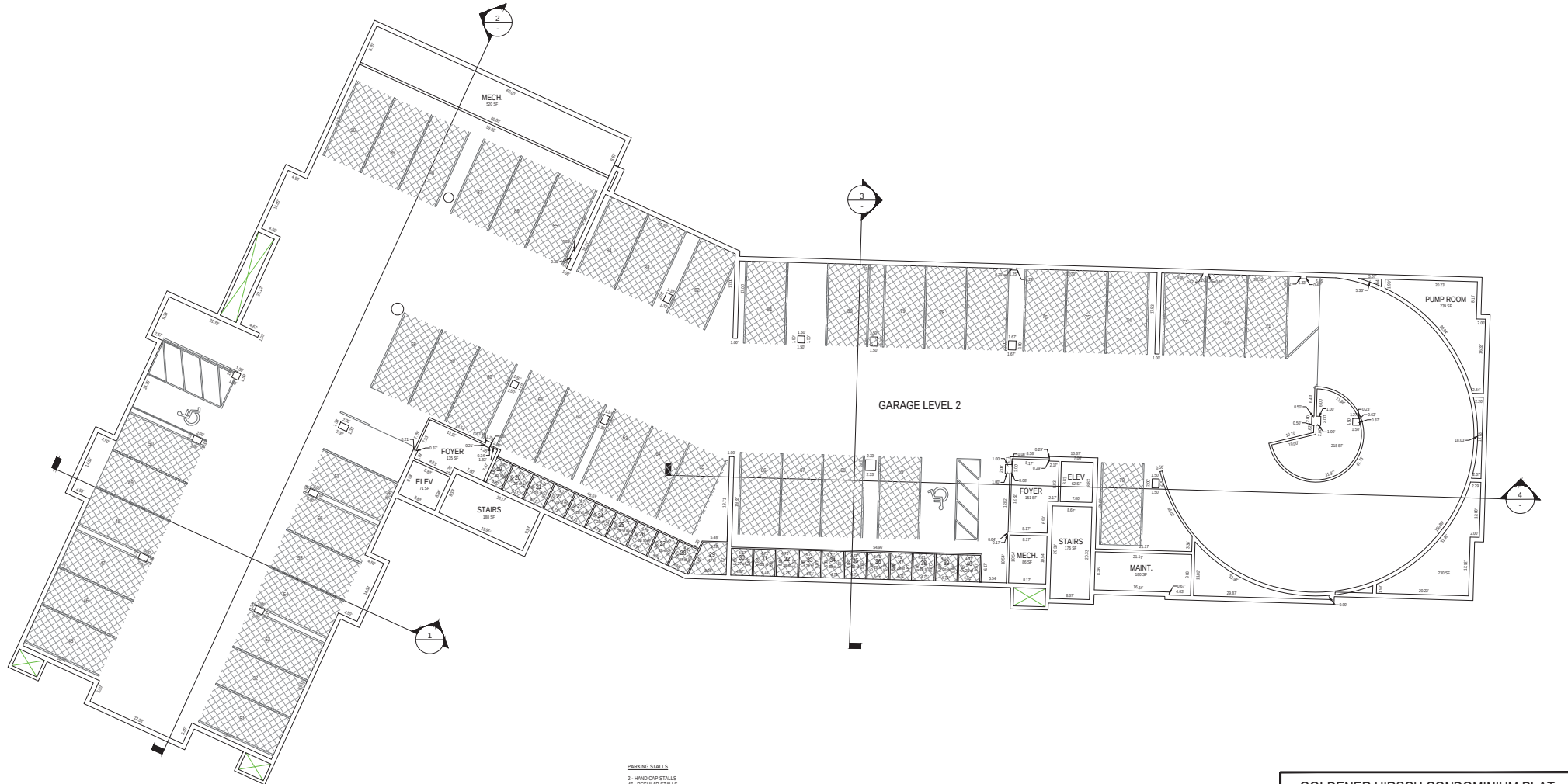
LAWYER
PROCEEDING
TODD L. COLE
Phone: 801.255.0529
COURT REPORTER
RICHARD L. COLE
Phone: 801.255.0529

GOLDENER HIRSCH CONDOMINIUM PLAT
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STATE OF UTAH, COUNTY OF SUMMIT, RECORDED AND FILED AT THE
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PARKING STALLS
2 - HANDICAP STALLS
47 - REGULAR STALLS

LEGEND	
	SUPPORT UNIT
	RESIDENTIAL UNIT
	LIMITED COMMON AREAS AND FACILITIES
	COMMON AREAS AND FACILITIES



HORIZONTAL GRAPHIC SCALE



SHEET 4 OF 12

PROJECT NUMBER : 0772
MANAGER : PWH
DRAWN BY : JNU
CHECKED BY : PWH
DATE : 12/17



SALT LAKE CITY
45 W. 1000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.6669
Fax: 801.255.6669
www.ensigneng.com

LAYTON
PHOTOGRAPHY
TODDLE
PHOTOGRAPHY
CEDAR CITY
PHOTOGRAPHY
PHOTOGRAPHY
PHOTOGRAPHY

GOLDENER HIRSCH CONDOMINIUM PLAT
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RECORDED #

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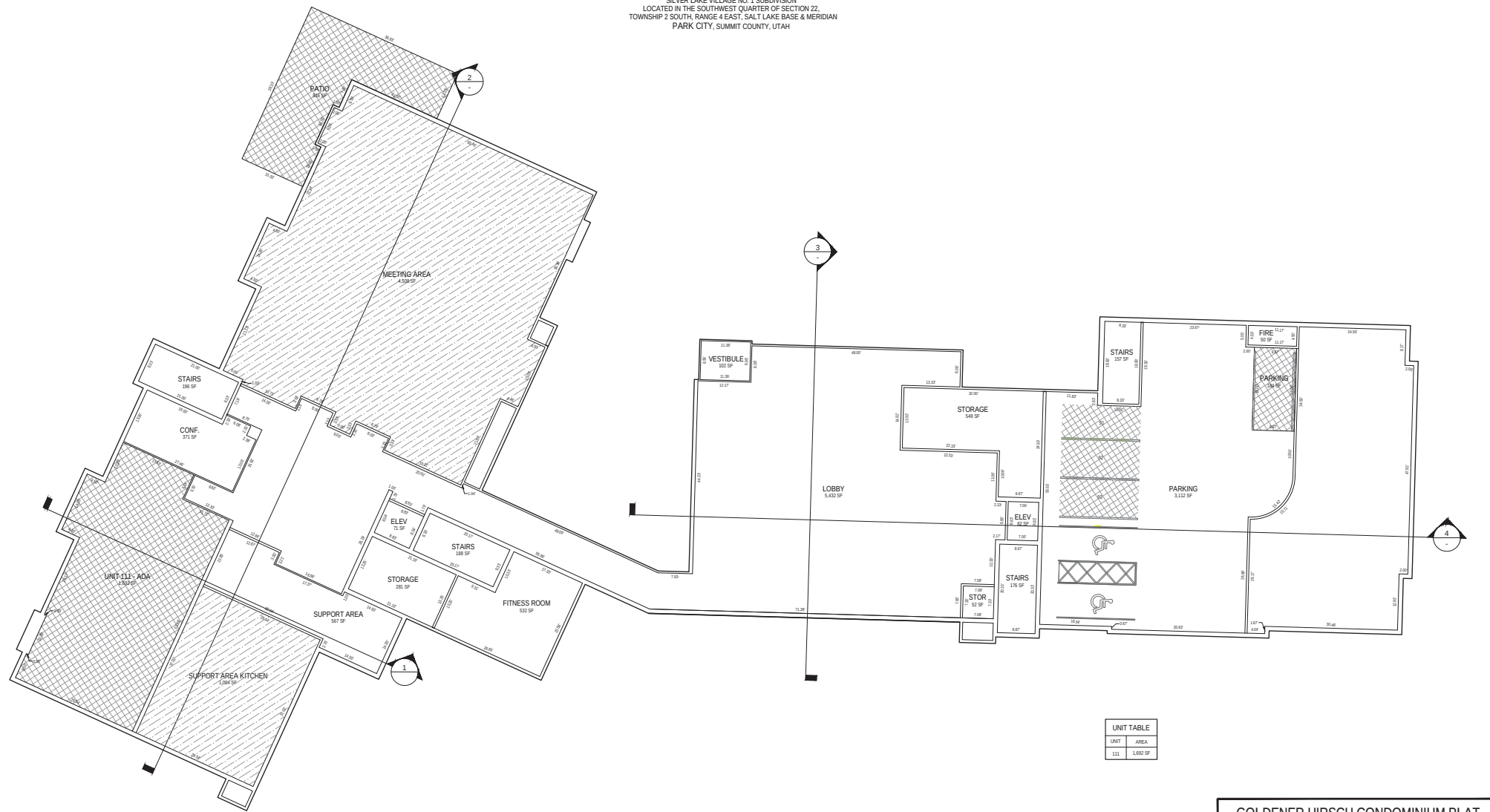
REQUEST OF _____

DATE: _____ TIME: _____ BOOK: _____ PAGE: _____

FEE: _____ SUMMIT COUNTY RECORDER

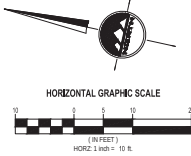
GOLDENER HIRSCH CONDOMINIUM PLAT

AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
SILVER LAKE VILLAGE NO. 1 SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



UNIT TABLE	
UNIT	AREA
111	1,557 SF

LEGEND	
	SUPPORT UNIT
	RESIDENTIAL UNIT
	LIMITED COMMON AREAS AND FACILITIES
	COMMON AREAS AND FACILITIES



SHEET 5 OF 12
PROJECT NUMBER: 0172
MANAGER: PMH
DRAWN BY: JNU
CHECKED BY: PMH
DATE: 12/01/17



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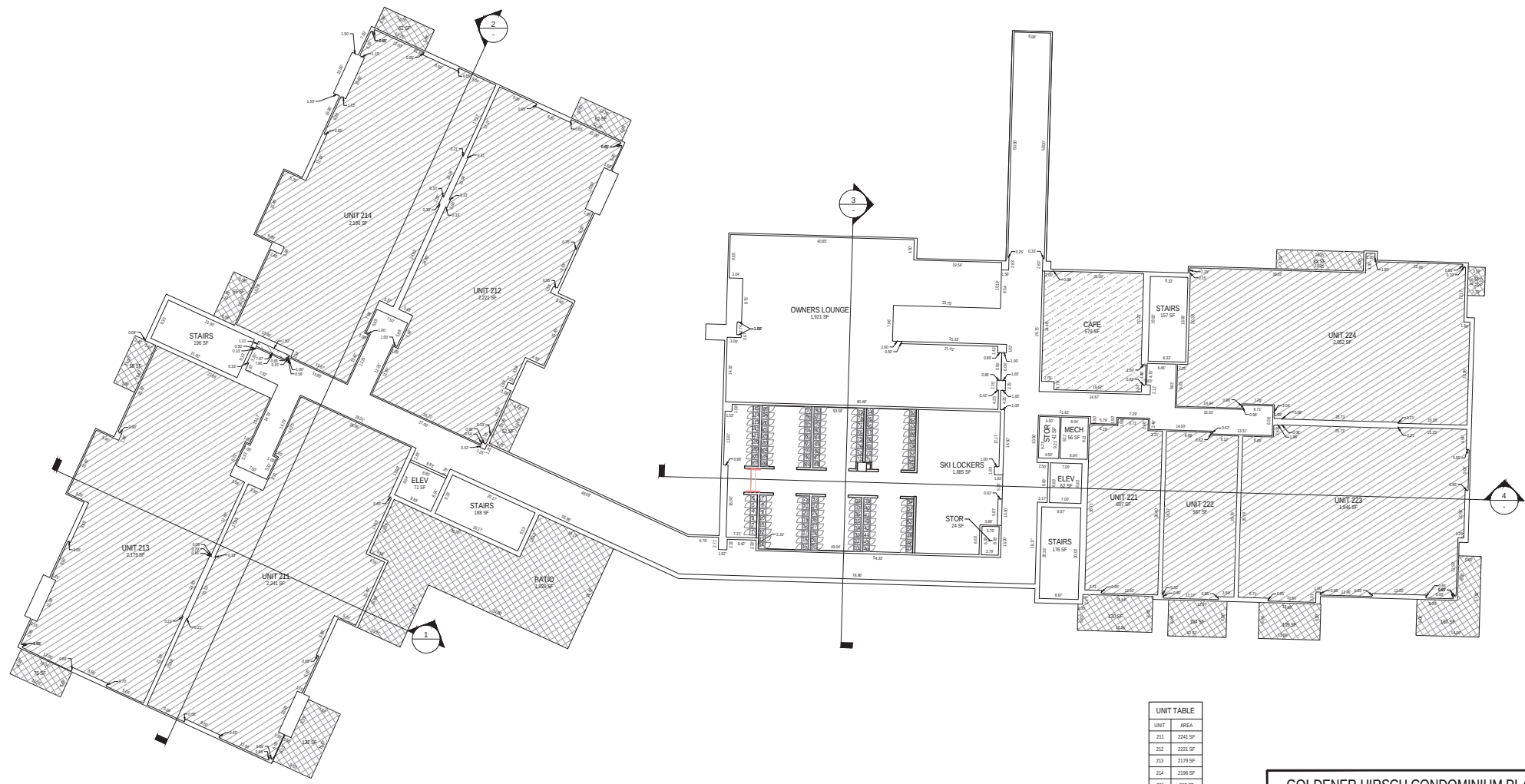
LARRY TON
PHOTOGRAPHY
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Fax: 801.255.4480
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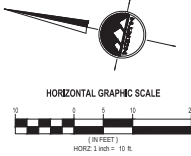
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TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE & MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

- SUPPORT UNIT
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



UNIT TABLE	
UNIT	AREA
211	2241 SF
212	2221 SF
213	2179 SF
214	2156 SF
221	607 SF
222	587 SF
223	1546 SF
224	2052 SF

SHEET 6 OF 12
PROJECT NUMBER: 0172
MANAGER: PMH
DRAWN BY: JNU
CHECKED BY: PMH
DATE: 12/01/17



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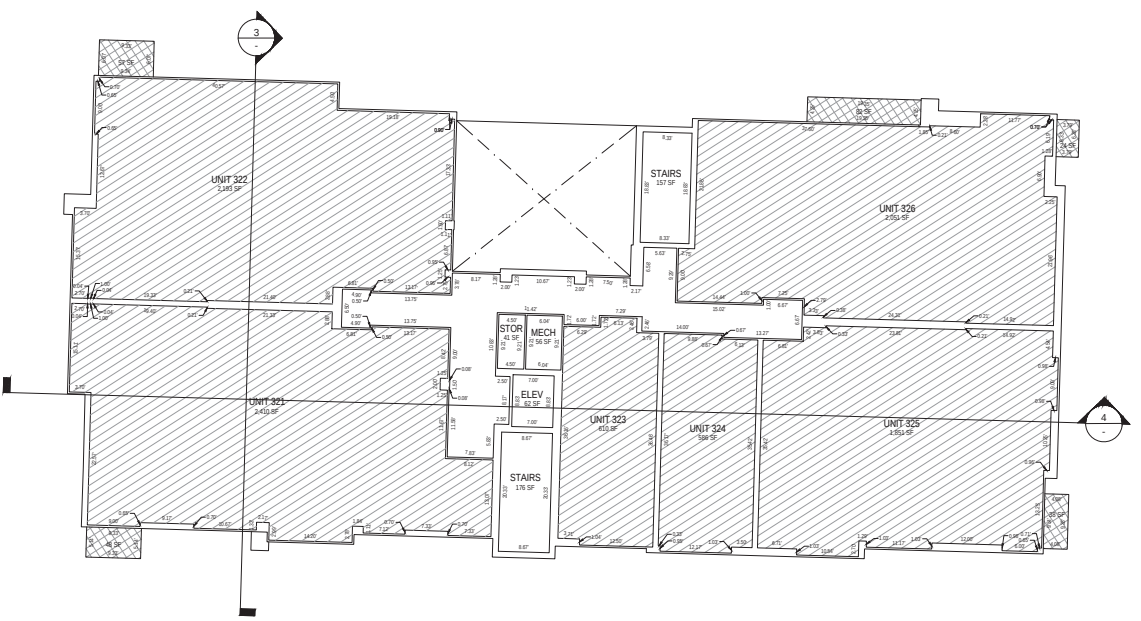
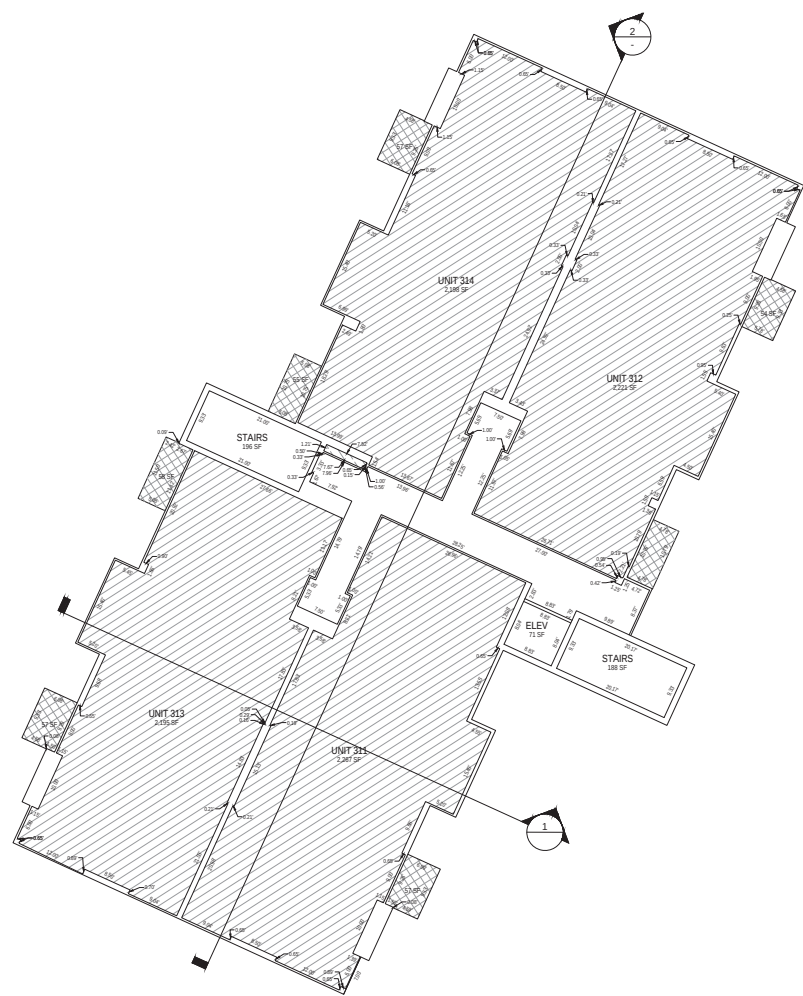
LARRY DOW
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AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
SILVER LAKE VILLAGE NO. 1 SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
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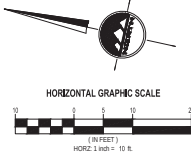
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PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

- SUPPORT UNIT
- RESIDENTIAL UNIT
- UNITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



PARCEL TABLE	
UNIT	AREA
311	2,267 SF
312	2,221 SF
313	2,195 SF
314	2,198 SF
321	2,445 SF
322	2,445 SF
323	2,445 SF
324	2,445 SF
325	2,445 SF
326	2,445 SF

SHEET 7 OF 11

PROJECT NUMBER: 0172
MANAGER: PMH
DRAWN BY: JWA
CHECKED BY: PMH
DATE: 12/01/17

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PARK CITY, SUMMIT COUNTY, UTAH

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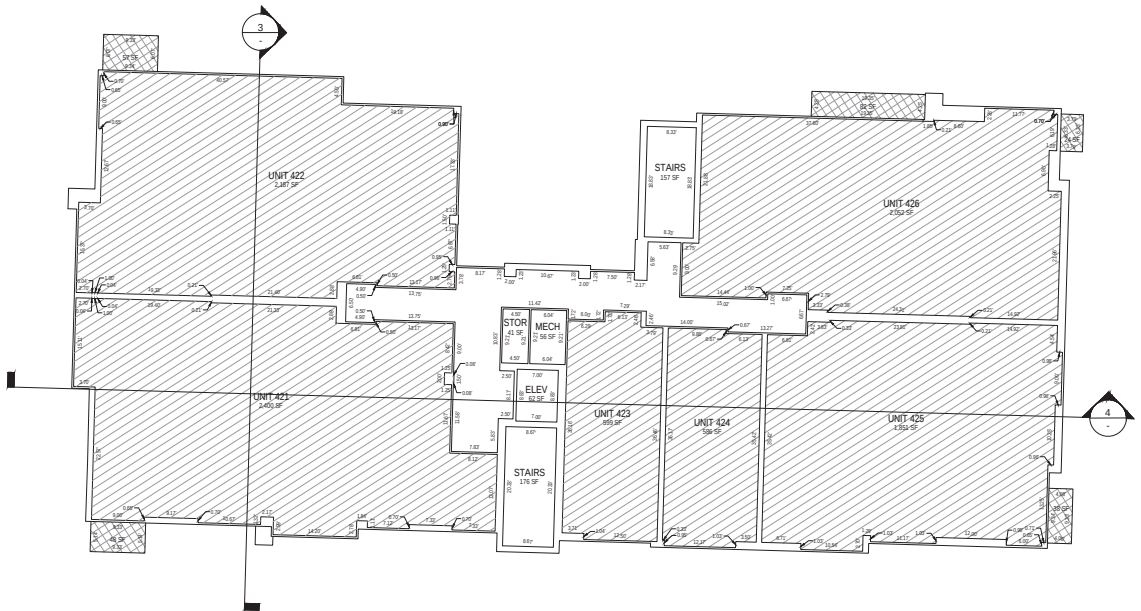
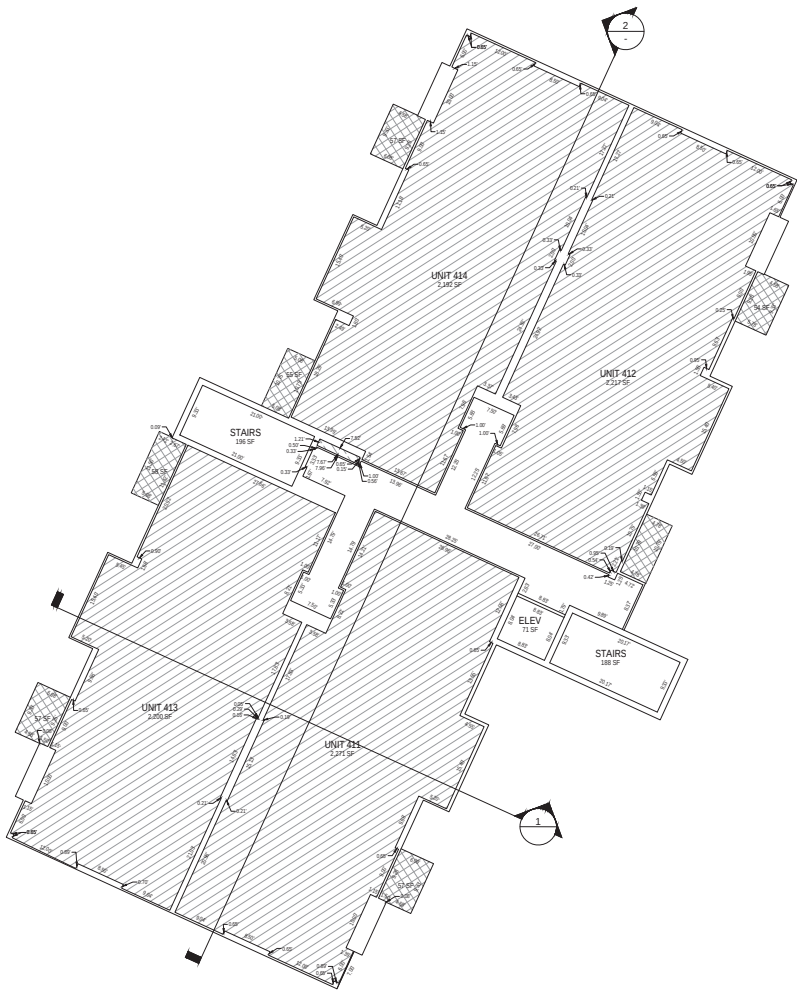
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FEE: _____

SUMMIT COUNTY RECORDER

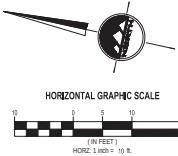
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PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

- SUPPORT UNIT
- RESIDENTIAL UNIT
- LIMITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



UNIT TABLE	
UNIT	AREA
411	2273
412	2237
413	2200
414	2192
415	2400
421	2187
423	1999
424	1999
425	1999
426	2052

SHEET 8 OF 12
PROJECT NUMBER: 6772
MANAGER: PMH
DRAWN BY: JAU
CHECKED BY: PMH
DATE: 12/17



SALT LAKE CITY
45 W. 2000 S., Suite 200
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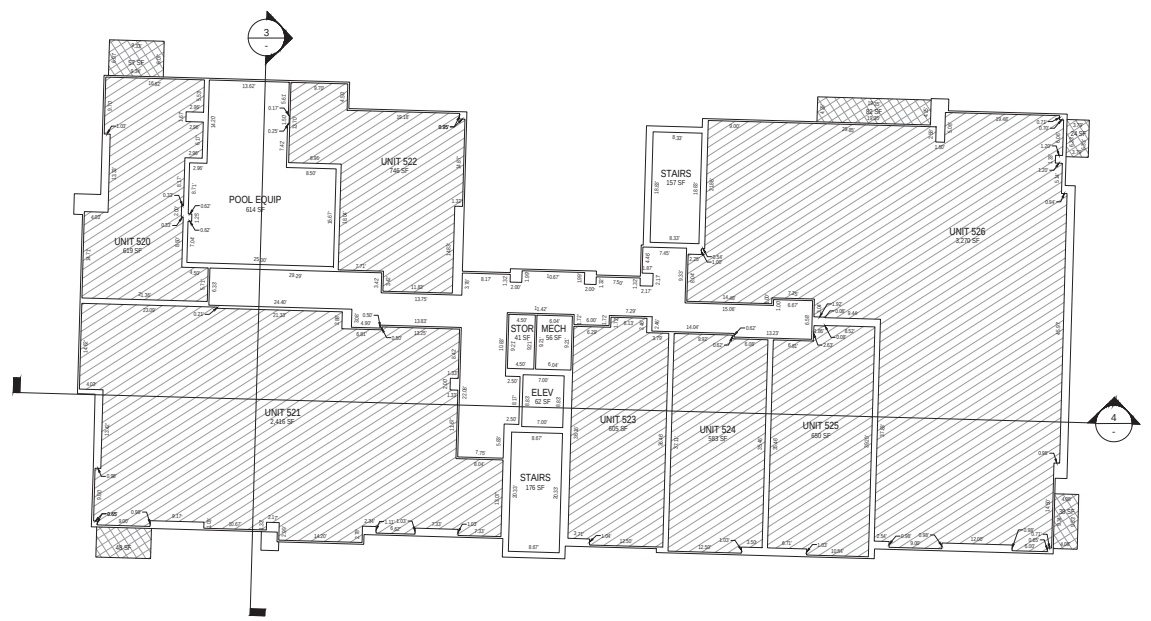
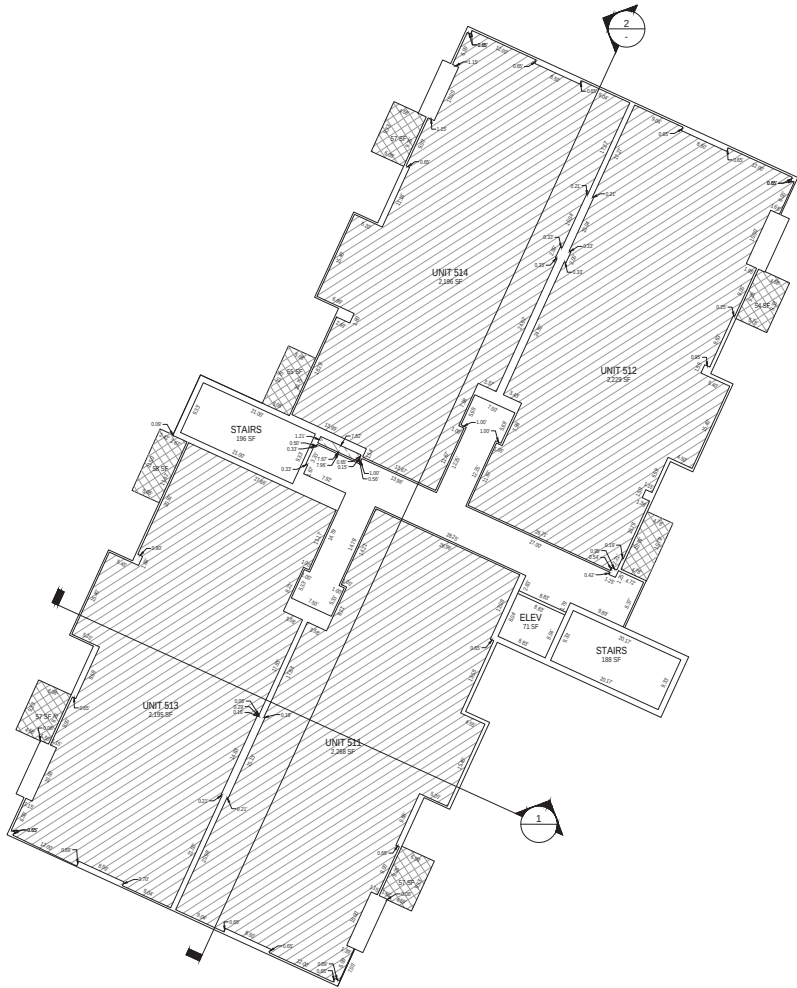
LARRY DINE
PHOTOGRAPHY
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GOLDENER HIRSCH CONDOMINIUM PLAT
AMENDING LOT 1, 2ND AMENDMENT TO RESUBDIVISION OF LOTS NO. 1 AND NO. 2
SILVER LAKE VILLAGE NO. 1 SUBDIVISION
LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22,
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PARK CITY, SUMMIT COUNTY, UTAH

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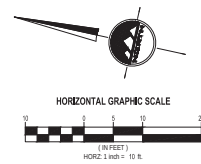
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PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

[Pattern]	SUPPORT UNIT
[Pattern]	RESIDENTIAL UNIT
[Pattern]	LIMITED COMMON AREAS AND FACILITIES
[Pattern]	COMMON AREAS AND FACILITIES



UNIT TABLE

UNIT	AREA
511	2068 SF
512	2229 SF
513	2195 SF
514	2195 SF
520	613 SF
521	2416 SF
522	746 SF
523	605 SF
524	583 SF
525	690 SF
526	3270 SF

SHEET 9 OF 12
PROJECT NUMBER : 0172
MANAGER : PMH
DRAWN BY : JWA
CHECKED BY : PMH
DATE : 12/01/17



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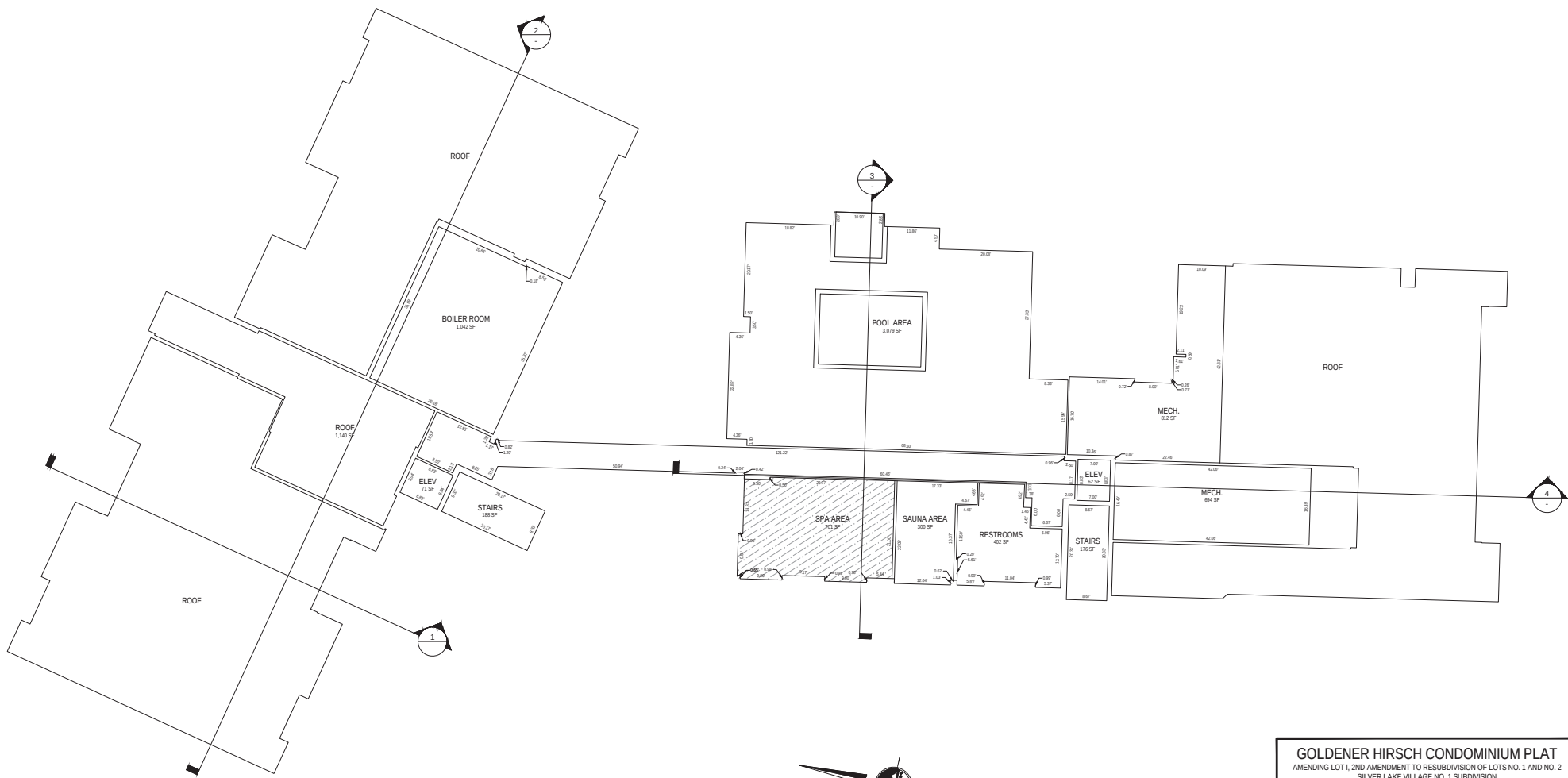
LAWYER
45 W. 3000 S., Suite 300
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Fax: 801.255.4490
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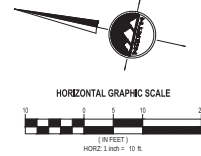
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PARK CITY, SUMMIT COUNTY, UTAH



LEGEND

- SUPPORT UNIT
- RESIDENTIAL UNIT
- UNITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES



SHEET 10 OF 12

PROJECT NUMBER : 0172
MANAGER : PMH
DRAWN BY : JWA
CHECKED BY : PMH
DATE : 12/01/17

ENSIGN

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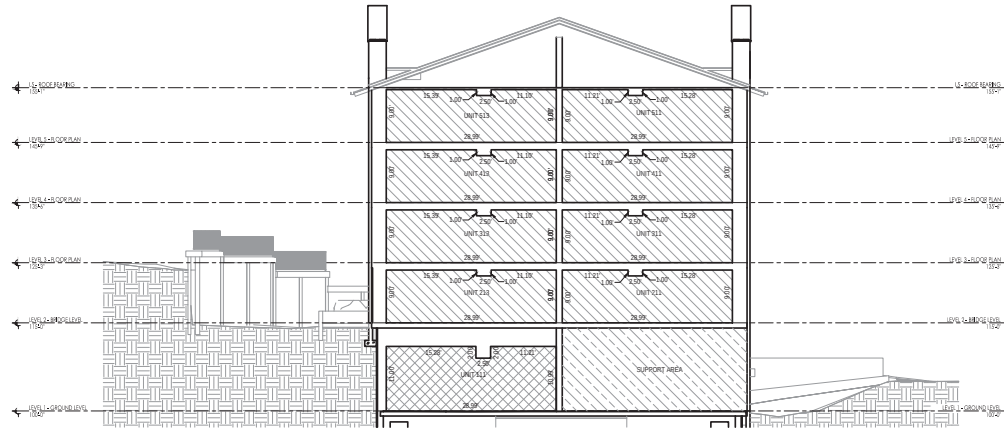
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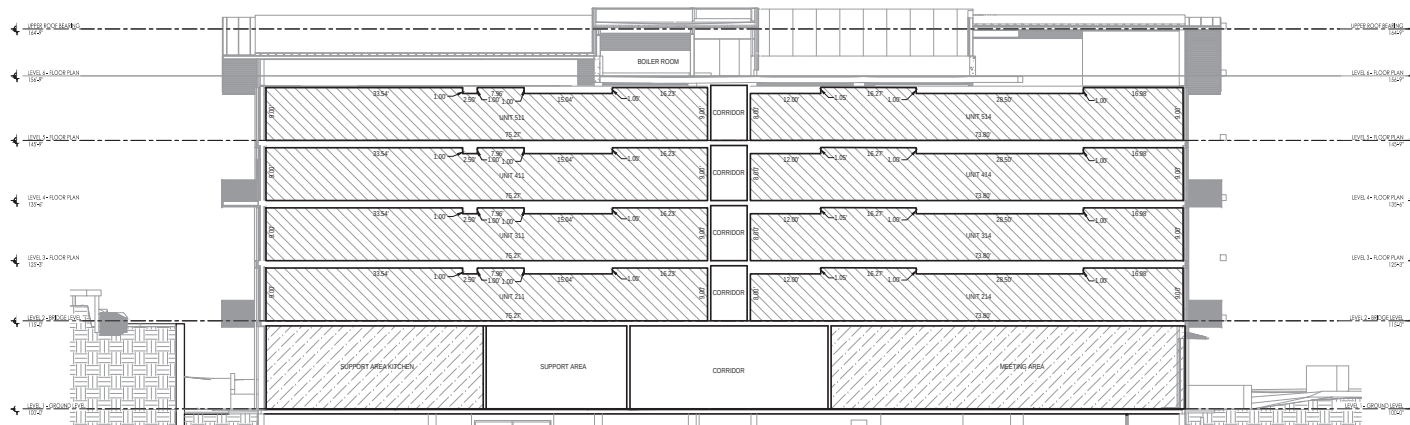
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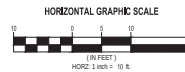
SECTION 1



SECTION 2

LEGEND

[Hatched Box]	SUPPORT UNIT
[Diagonal Lines Box]	RESIDENTIAL UNIT
[Cross-hatched Box]	LIMITED COMMON AREAS AND FACILITIES
[Solid Box]	COMMON AREAS AND FACILITIES



SHEET 11 OF 12
PROJECT NUMBER: 0172
MANAGER: PMH
DRAWN BY: JWA
CHECKED BY: PMH
DATE: 12/9/17



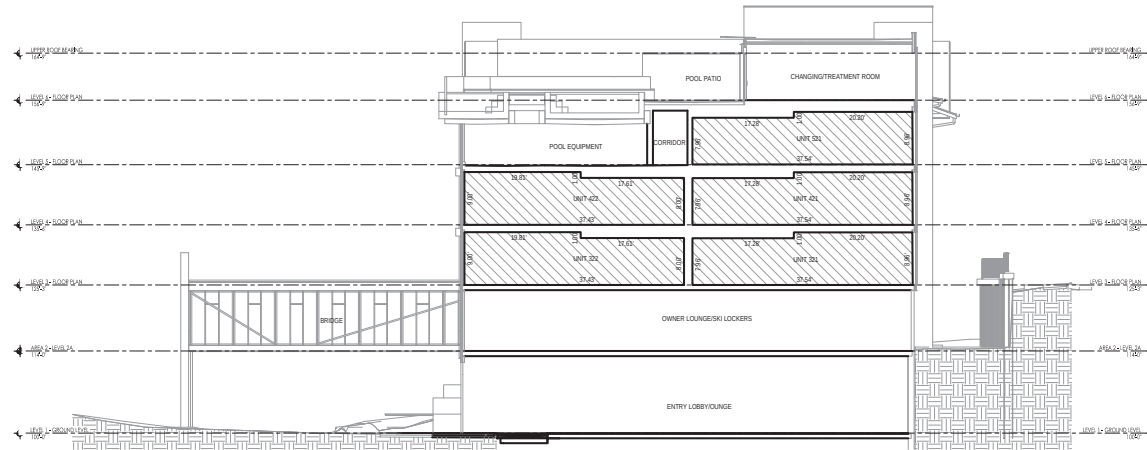
SALT LAKE CITY
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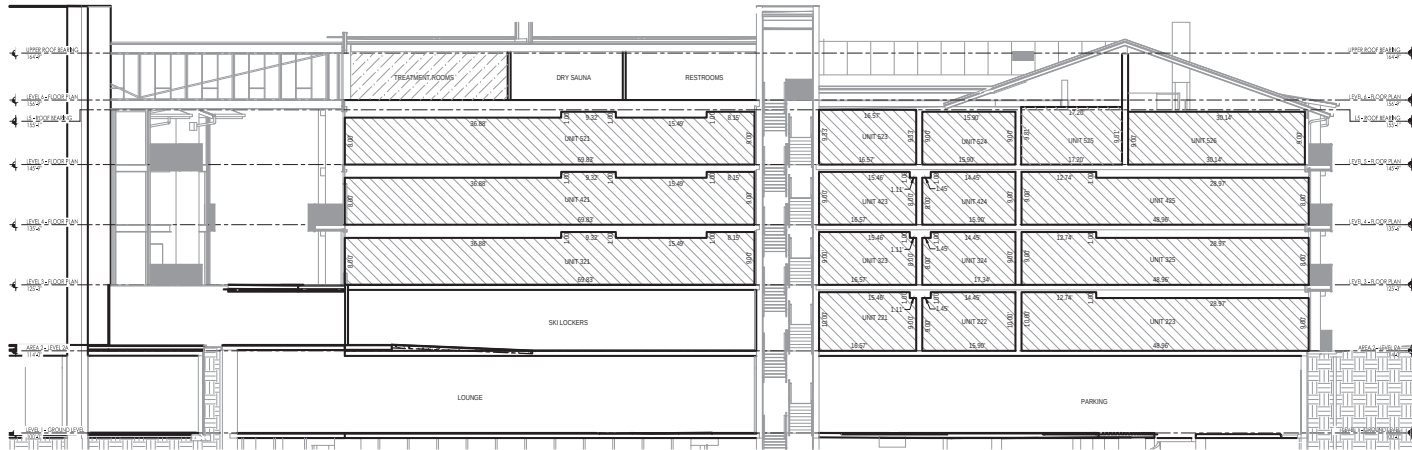
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GOLDENER HIRSH CONDOMINIUM PLAT

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PARK CITY, SUMMIT COUNTY, UTAH



SECTION 3



SECTION 4

LEGEND

- SUPPORT UNIT
- RESIDENTIAL UNIT
- UNITED COMMON AREAS AND FACILITIES
- COMMON AREAS AND FACILITIES

HORIZONTAL GRAPHIC SCALE



SHEET 12 OF 12

PROJECT NUMBER: 677
MANAGER: PMH
DRAWN BY: JW
CHECKED BY: PMH
DATE: 12/17



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GOLDENER HIRSH CONDOMINIUM PLAT
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REQUEST OF: _____
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FEE: _____ SUMMIT COUNTY RECORDER



December 12, 2016

Steve Issowits
Deer Valley Resort Company
PO Box 889
Park City, UT 84060

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-16-03155
<u>Address</u>	7520, 7530, 7540, 7570 Royal Street
<u>Description</u>	Master Planned Development Amendment
<u>Action Taken</u>	Approved with conditions
<u>Date of Action</u>	November 30, 2016

On November 30, 2016, the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission approved your application based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact

1. The Deer Valley Master Planned Development was last amended by the Planning Commission on March 23, 2011, as the 11th Amended and Restated Large Scale Master Planned Development for Deer Valley (aka Deer Valley MPD).
2. On April 15, 2016, the City received an application requesting an amendment to the 11th Amended and Restated Large Scale Master Planned Development Permit for Deer Valley (aka Deer Valley MPD). The application was considered complete on July 18, 2016, upon final review of the utility issues associated with the MPD Lots D, F, G, and H addressed as 7570, 7520, 7530, and 7540 Royal Street East respectively.
3. Deer Valley MPD Silver Lake Community parcels known as Silver Lake Village Lots D, F, G and H are also lots of record platted with the Silver Lake Village No. 1 Subdivision recorded June 21, 1989 and the Re-Subdivision of Lots No. 1 and No. 2 Silver Lake Village No. 1 Subdivision recorded November 8, 2011.
4. This request, being the 12th amendment to the Deer Valley MPD, is being reviewed in conjunction with a Conditional Use Permit and an amended Silver Lake Village subdivision plat for the Goldener Hirsh Inn and Residences expansion onto the subject MPD Lots.
5. These MPD Lots are located within the Silver Lake Community of the Deer Valley Neighborhood.
6. The applicant requests a 12th amendment to the Deer Valley MPD to combine the Deer Valley MPD Silver Lake Village vacant Lots F, G, and H into one Lot I and to transfer 843 square feet of residential density (0.4215 unit equivalents (UE)) from

- Silver Lake Village Lot D (existing Goldener Hirsh Inn) to the new Deer Valley MPD Silver Lake Village Lot I, to accommodate access and circulation between the Goldener Hirsch Inn and the future Goldener Hirsch Residences proposed Parcel I.
7. Exhibits 1, 2 and 3 to the Deer Valley MPD show in table form the residential and commercial density allocated for the various Deer Valley parcels, as well as other MPD project components.
 8. The requested amendments pertain only to the Silver Lake Community- Silver Lake Village Lots D, F, G, and H shown in Exhibit 1 to the Deer Valley MPD document. There are also administrative changes to page 1 and to Exhibits 2 and 3 to correct titles and dates to reflect the "Twelfth Amended and Restated Large Scale Master Planned Development Permit". There is a note added to Exhibit 2 to clarify commercial uses for Lot D.
 9. The requested amendment pertains only to the Silver Lake Community parcels (Lots D, F, G, and H). There are currently a total of 40 UEs of density allocated to these four parcels and the total density allocated to these parcels will not increase or decrease as a result of these amendments.
 10. Goldener Hirsh Inn is in compliance with the allowed 6 UE of permitted density, based on a review of the approved building permit plans.
 11. The transfer of 0.412 UE density from Lot D to proposed Lot I is within the Silver Lake Community and does not transfer density from lower Deer Valley to upper Deer Valley.
 12. Common underground parking, a single access drive, consolidated utilities and emergency egress and fire protection, as well as interior pedestrian connections to the common plaza areas at Silver Lake Village, are beneficial site plan attributes made possible with this proposed MPD amendment.
 13. Exhibit 2 of the MPD document allocates 2,062 sf of commercial space for the Goldener Hirsch starting with the 2001 Eighth Amended MPD.
 14. The Goldener Hirsch condominium plats indicate that there are 3,493 sf of commercial condominium units (restaurant, bar, lobby, and front desk area) platted and existing within the building. This support commercial includes 2,062 sf of DV MPD assigned commercial and 1,431 sf of support commercial approved with the 1988 Golden Deer (MPD) approval. An additional 500 sf of support meeting space was also approved.
 15. At the time of the August 10, 1988 MPD approval, support commercial/support meeting space was based on the total floor area of the building minus the parking garage and support commercial (24,693 sf). The minutes of the 1988 Golden Deer MPD approval indicate that 3,500 sf of commercial uses were approved.
 16. The total existing support commercial and support meeting space is 3,993 sf (3,493 of platted commercial floor area plus the 500 sf of common area meeting space on the second floor).
 17. Deer Valley MPD Support Commercial uses allocated for Lot D (Table 2) will not change from the current 2,062 square feet. Any support commercial square footage that exists on Lot D in excess of 2,062 square feet results from the support commercial approved with the Golden Deer MPD in 1988 and the Golden Deer Condominium plats.
 18. No changes are proposed to any of the existing support commercial areas within the existing building. The support commercial areas were approved in 1988 and were

correctly calculated at the time of the Golden Deer MPD approval.

19. No transfer of support commercial uses from Lot I to Lot D is required or proposed and no commercial uses are proposed on Lot I.
20. A footnote will be added to Table 2 for Silver Lake Village Lot D stating that: "Commercial uses on Silver Lake Village Lot D includes 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial uses."

Conclusions of Law

1. The 12th Amended Deer Valley MPD document and Exhibits comply with previous approvals and actions.
2. The 12th Amended Deer Valley MPD complies with all requirements of the Land Management Code regarding Master Planned Developments in Chapter 6.
3. The MPD, as amended, is consistent with the Park City General Plan. Development of resort residential properties with underground parking, located at the base of the Deer Valley Resort is consistent with the purposes, goals and objectives of the Upper Deer Valley Resort Neighborhood.
4. The MPD, as amended, does not impact the provision of the highest value of open space, as determined by the Planning Commission. There are no changes to the amount of open space provided by the Deer Valley MPD.
5. The MPD, as amended, strengthens and enhances the resort character of Park City.
6. The MPD, as amended, compliments the natural features on the Site and preserves significant features or vegetation to the extent possible. There are no changes to existing natural features and no existing significant vegetation on the subject development parcels.
7. The MPD, as amended, is Compatible in use, scale and mass with adjacent Properties, and promotes neighborhood Compatibility. There are no changes to allowed total density, exterior building setbacks, or building height. Surrounding buildings are of similar use, scale and mass.
8. The MPD provides amenities to the community and there is no net loss of community amenities with the proposed amendment.
9. The MPD, as amended, is consistent with the employee Affordable Housing requirements as adopted by the City Council at the time the Application was filed and no additional housing is required as the density is not increased.
10. The MPD, as amended, meets the provisions of the Sensitive Lands provisions of the Land Management Code. The Deer Valley MPD has been designed to place Development on the most Developable Land and least visually obtrusive portions of the Site. No Sensitive Lands are located on the subject property.
11. The MPD, as amended, promotes the Use of non-vehicular forms of transportation through design and by providing trail connections. Shuttle service is provided by various hotels and inns within the MPD. Future development of Lot I will provide pedestrian circulation to the Silver Lake plaza and may also provide shuttle service for guests. The City transit system has a stop at the turn out in front of the Goldener Hirsh.
12. The MPD amendment was noticed and public hearings held in accordance with this Code.
13. The MPD amendment provides opportunities for incorporation of best planning practices for sustainable development, water conservation, and energy efficient

design by allowing a common parking structure, internal circulation between building masses, consolidated utilities, pedestrian access to common plazas, and utilization of shuttle services and energy efficient building design and construction.

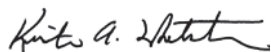
14. The MPD amendment as conditioned addresses Physical Mine Hazards and Historic Mine Waste mitigation in compliance with the Park City Soils Boundary Ordinance.

Conditions of Approval

1. Prior to issuance of a building permit on Silver Lake Village Lot I, the property owner shall submit to the City a Physical Mine Hazards and Historic Mine Waste report. If historic mine waste is located on the site, a mine waste mitigation plan shall also be submitted in compliance with the Park City Soils Boundary Ordinance requirements and regulations as described in the Park City Municipal Code. This shall be noted on Exhibit 1 of the final executed 12th Amended Deer Valley MPD document as a footnote for Lot I.
2. If a single building is proposed on combined Lot I, the building shall be designed to be broken into more than one volumetric mass above final grade, exhibiting both horizontal and vertical articulation. Common underground parking is permitted and consolidated access is encouraged. This shall be noted on Exhibit 1 of the final executed 12th Amended Deer Valley MPD document as a footnote for Lot I.
3. Commercial uses allocated on Exhibit 2 for Lot D (Goldener Hirsch Inn) will not change from the current 2,062 square feet. Footnote #5 is added and states, "Commercial uses on Silver Lake Village Lot D include 2,062 sf as allocated from this Amended and Restated Large Scale MPD, plus support commercial".
4. The final executed MPD document shall be recorded at Summit County within six months of the Planning Commission approval of the amendment or the approval shall be void unless a written request for an extension is submitted prior to expiration date and approved by the Planning Director.

If you have questions regarding your project or the action taken please contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



December 12, 2016

Hope Eccles
 First Security Bank Building
 79 S. Main Street
 2nd Floor
 Salt Lake City, UT 84111

NOTICE OF PLANNING COMMISSION ACTION

<u>Application #</u>	PL-15-02967
<u>Address</u>	7520, 7530, 7540, 7570 Royal Street
<u>Description</u>	Conditional Use Permit
<u>Action Taken</u>	Approved with conditions
<u>Date of Action</u>	November 30, 2016

On November 30, 2016, the Park City Planning Commission called a meeting to order, a quorum was established, a public meeting was held, and the Planning Commission approved your application based on the following findings of fact, conclusions of law, and conditions of approval:

Findings of Fact:

1. The property is located at 7520-7570 Royal Street East with access proposed off of Sterling Court, a private street.
2. The property is zoned Residential Development subject to the Eleventh Amended and Restated Large Scale Master Planned Development, aka Deer Valley MPD, as amended.
3. On October 16, 2015, the applicant submitted a request for a Conditional Use Permit for an expansion of the existing Goldener Hirsch Inn located at 7520-7570 Royal Street East.
4. This Conditional Use Permit is subject to approval of the proposed 12th Amended and Restated Large Scale Deer Valley Master Planned Development Permit, submitted on April 27, 2016, for concurrent review. The MPD amendment application requests to combine Silver Lake Village Lots F, G and H into one Lot I and to transfer 843 sf of residential uses (0.4215 UE) from Lot D to Lot I. Lot D would be reduced to 5.5785 UE of residential uses.
5. This Conditional Use Permit is subject to approval of the Second Amended Re-Subdivision of Lots No.1 and No. 2 Silver Lake No. 1 Subdivision plat amendment, submitted on October 16, 2016, for concurrent review. The plat amendment application requests combination of Silver Lake Village Lots F, G, and H into one lot, Lot I.
6. The 1.17 acre Lot I is currently vacant undeveloped land that has been used as a temporary parking lot for Silver Lake Village and Deer Valley Resort for thirty years

- or more. This property provides approximately 60 temporary parking spaces (depending on the level of parking management) on a roughly paved surface.
7. The Deer Valley MPD assigns a total of 34 UE to Silver Lake Village Lots F, G and H and 6 UE to Silver Lake Village Lot D.
 8. The Twelfth Amendment to the Deer Valley MPD notes that Lot D is assigned 2,062 square feet of commercial area plus support commercial uses.
 9. Lot D is the location of the existing Goldener Hirsch Inn. The Hirsch currently has a total of 11,104 sf of residential floor area (20 separate units). The DV MPD allocated 6 UE of residential density (12,000 sf). The existing building also contains 3,493 sf of platted commercial floor area, based on the Golden Deer Condominium and First Amended Golden Deer Condominium plats. This support commercial (restaurant, bar, lounge, gift shop, front desk, etc.) consists of 2,062 sf of DV MPD assigned commercial and 1,431 sf of support commercial approved with the 1988 Golden Deer (MPD) approval. An additional 500 sf of support meeting space was also approved.
 10. At the time of MPD approval support commercial/support meeting space was based on the total floor area of the building minus the parking garage and support commercial (24,693 sf). A total of 4,532 sf of support commercial/support meeting space was permitted (2,062 sf from DV MPD and 2470 sf based on the building floor area).
 11. The total existing support commercial and support meeting space in the Goldener Hirsch Inn is 3,993 sf (3,493 of platted commercial floor area plus the 500 sf of common area meeting space on the second floor). No changes are proposed to the commercial areas.
 12. The MPD does not assign commercial to Lots F, G, and H (aka Lot I). These Lots are allowed support commercial calculated per the LMC at the time of approval of the CUP. The applicants are not proposing support commercial with this permit.
 13. On October 16, 2015, the Planning Department received a complete application for a Conditional Use Permit (CUP) requesting approval for a total of 68,843 sf (34.4215 UE) of residential uses, for 38 residential units ranging in size (area) from 570 to 2,379 square feet. The total residential floor area includes the 843 sf (0.4215 UE) transferred from the existing Inn (on Lot D) and the 68,000 sf (34 UE) entitled with the Deer Valley MPD for Lots F, G, and H, per the proposed 12th Amended Deer Valley MPD.
 14. The project has a total of 31 lockouts associated with the 38 units to facilitate the viability of existing hotel operations. The lockout unit floor area is included in the total unit area and the parking calculations.
 15. The proposed building is oriented towards Sterling Court and generally has a north/south axis. The site is broken into more than one volumetric mass in order to match the scale of the surrounding buildings. The north building contains sixteen units ranging from 2,180 to 2,265 sf. and an ADA unit on the ground floor. The center building contains six units of approximately 2,000 to 2,379 sf and includes the lobby and amenities. The south building contains sixteen units comprised of eight 570- 588 sf hotel rooms and eight units of approximately 1,808 sf to 2,205 sf
 16. The total proposed building area is 154,578 square feet. Included in the total area, in addition to the 68,843 square feet of residential units, are approximately 8,300 square feet of residential accessory uses (recreation amenities, business center,

workout area, etc.); 22,878 square feet of circulation, back of house, restrooms, etc.), 3,398 square feet of support meeting space, a 2,162 square foot required ADA unit as common area, and 49,077 sf of parking garage (in addition to the 68,843 square feet of residential units). This area is exclusive of any unenclosed porches, decks, and patios.

17. No UE are required for residential accessory uses, support meeting space, back of house area, or the parking garage. No support commercial uses are proposed with this Conditional Use Permit.
18. The Deer Valley MPD does not require open space on this parcel as the unit equivalent formula is used for density calculations.
19. Building Height allowed per the Deer Valley MPD is 59' (plus 5' to 64'), provided that the peak of the roof does not exceed USGS elevation 8186'. The base elevation is identified as USGS elevation 8122'. The proposed building does not exceed USGS elevation 8186' to the highest part of the roof.
20. The proposed building is similar in physical design, mass, and scale to surrounding buildings and while different than surrounding structures in terms of architectural style, design, and character, the proposed building has elements that provide a continuity and compatibility of design for the Silver Lake Village. By incorporating similar design elements and materials, as required by the Deer Valley Design Review Board, the applicant has worked to make the building compatible with surrounding structures in terms of style, design, and detailing. By reducing the amount of glazing, reworking the balcony design, and provided additional building articulation, particularly along Royal Street, the revised building is more compatible with the general architectural theme of the Village while providing a more updated and fresh style to the area. The proposed design does not detract from the overall architectural character of the area.
21. Final design approval by the Deer Valley Architectural Review Board is a requirement of the Deer Valley MPD.
22. Parking requirements are based on the size and number of residential units. A minimum of 76 spaces are required for the number and sizes of proposed units. A total of 110 parking spaces are proposed within an underground parking garage. Thirty-four extra parking spaces will be available for flexible use for public parking and overflow.
23. The Goldener Hirsch will continue to meet the parking requirements for the remaining residential units with existing underground parking under the Goldener Hirsch Inn building. A hotel managed shuttle service is proposed to reduce traffic trips. Guest parking will be managed through valet service within the parking structure.
24. A final utility plan, including location and details for storm water facilities and dry utilities, to be located on the property, in addition to all other utilities, will be provided with the building permit plans for final approval by the City Engineer, SBWRD, and the Fire District.
25. Sterling Court provides access, including emergency access, to the project from Royal Street East. There is a fire code compliant turn around area at the southern end of the Court. Enhanced fire protection and emergency access for the west side of the property were coordinated with the adjacent property owner (Stein's) and will be reflected on the final utility and fire protection plans to be submitted with the

building permit plans.

26. Enhanced pedestrian pathways along the eastern property line are proposed, as well as pedestrian pathways and outdoor plazas between the spa pool area and the recreation area and ski locker rooms.
27. Natural vegetation on the southern portion of the site includes native grasses and shrubs.
28. Four existing buildings in the Silver Lake Village area with access off of Sterling Court (Goldener Hirsch, Royal Plaza, The Inn, and Mt Cervin) generally have a north-south orientation and are similar in height and scale to the proposed building as designed with vertical and horizontal articulation and massing broken into three main components.
29. The Land Management Code allows for 20' setbacks along Royal Street (25' for front facing garage), 12' side setbacks, and 15' rear setbacks. The proposed building has a 20' setback along Royal Street, a 15' setback along Sterling Court (a private street) (per the subdivision plat), a 12' setback along the west side property line and a 15' rear setback adjacent to the Mt. Cervin property line. The Planning Commission may alter interior setbacks within the Deer Valley MPD at the time of review of the associated plat amendment.
30. All exterior lights and signs must comply with the applicable Park City ordinances and code. Exterior lights must be identified on the building permit plans and shall be down-directed and shielded. No additional signs are proposed with this permit. Approval of a sign permit is required prior to installation of any new regulated signs.
31. A condominium plat and condominium declaration to identify private, common, and limited common areas shall be recorded prior to sale of any unit.
32. The Deer Valley MPD is not subject to the requirements of the Sensitive Lands Overlay.
33. The site is within the area subject to the City's Urban Wildland Interface Ordinance for fire prevention.
34. On January 13, 2016 the Planning Commission discussed the proposal, conducted a public hearing, and continued the item to February 24, 2016.
35. On February 24, 2016 the public hearing was continued to a date uncertain. There was no public input provided at the hearings on January 13th or February 24th, 2016.
36. Staff received public input from a neighboring property owner in May expressing safety concerns with the driveway access onto Sterling Court; the height of the proposed sky bridge blocking views; and potential pedestrian conflicts with service vehicles, cars, and emergency vehicles if access is permitted on Sterling Court instead of Royal Street East.
37. The project was on hold until August 2016 for the applicant to resolve ownership and utility issues.
38. Staff maintained contact with the property owner and upon receipt of revised plans and contacted this neighbor to set up a meeting to discuss the above mentioned safety concerns.
39. The applicant provided a traffic and safety analysis of the project on September 20, 2016 for inclusion in the Planning Commission packet.
40. On September 28, 2016, the City Engineer provided a memo addressing the safety and adequacy of Sterling Court and made a finding that Sterling Court should function adequately with the added density and should not be a safety concern.

41. Legal notice was published in the Park Record and on the Utah Public Notice Website on September 9, 2016 and the property was re-posted on September 14, 2016 for the September 28, 2016 hearing. Courtesy mailing was provided to the property owners within 300' of the property.
42. The Conditional Use Permit application was reviewed for consistency with the Park City General Plan.
43. The applicant stipulates to the conditions of approval.

Conclusions of Law:

1. The CUP is consistent with the Deer Valley Master Planned Development, as amended and the Park City Land Management Code.
2. The proposed use will be compatible with the surrounding structures in use, scale, mass and circulation.
3. The effects of any differences in use or scale have been mitigated through careful planning.

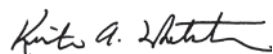
Conditions of Approval:

1. The plans and application for a Building Permit must be in substantial compliance with the plans reviewed by the Planning Commission on November 30, 2016.
2. This Conditional Use Permit is subject to approval of the proposed 12th Amended and Restated Large Scale Master Planned Development Permit and the Re-Subdivision of Lots No.1 and No. 2 Silver Lake No. 1 Subdivision plat.
3. Prior to building permit issuance the amended subdivision plat for Silver Lake Village to combine Lots F, G, and H into one lot of record, shall be recorded at Summit County. The plat shall identify the 15' setbacks along Sterling Court.
4. Prior to building permit issuance a final landscape plan shall be reviewed and approved by the Planning and Building Departments.
5. Prior to building permit issuance the plans shall be approved by the Deer Valley Architectural Review Board.
6. The final landscape plan shall comply with the City's Wildland Urban Interface Ordinance for defensible space and fire prevention. Drought tolerant landscaping and water conservation measures shall be used per requirements in the LMC.
7. All conditions of approval of the Deer Valley Master Planned Development, as amended, apply to this project.
8. A Construction Mitigation Plan shall be submitted at the time of Building Permit application. The Plan shall include a regulation for construction traffic, including how excavated materials will leave the site. Downhill truck traffic is required to use Marsac Avenue, a State Highway, rather Royal Street, a residential city collector street due to the location of an emergency run-away truck ramp off Marsac Avenue, unless otherwise authorized by the City Engineer and Chief Building Official. The CMP shall address closure dates due to Special Events, as well as other items requested by the Chief Building Official.
9. All exterior lights and signs must comply with applicable Park City ordinances and codes.
10. Exterior lighting must be identified on the building permit plans and shall be down-directed and shielded. Any existing, non-conforming exterior lighting shall be brought into compliance with the current LMC requirements.

11. Approval of a sign permit is required prior to installation of any regulated signs.
12. A final utility plan shall be provided with the building permit application for final approval by the City Engineer, SBWRD, and the Fire District prior to building permit issuance.
13. A final fire protection plan must be submitted to and approved by the Chief Building Official and Fire District prior to Certificate of Occupancy.
14. Sterling Court meets the minimum width of 20' for emergency access. No parking is permitted along the Court and curbs shall be painted and/or signed to clearly mark the 20' fire lane.
15. As common area, the required ADA unit may not be sold. A residential unit must be rented in conjunction with the ADA unit unless the ADA unit is included in the total residential UE.
16. All exterior mechanical vents and extrusions shall be painted to match the exterior siding materials.
17. Exterior mechanical equipment shall be screened to mitigate for any mechanical factors that might affect people and property off-site.
18. Standard Project Conditions of Approval apply to this project.
19. Storm water system must retain the first flush of a storm as defined by the State of Utah. Storm water system shall be shown on the final utility plan.
20. Above ground dry utility facilities shall be located on the property.
21. Pool and plaza hours are limited from 7AM to 10PM and compliance with the Park City noise ordinance is required.
22. Applicant shall submit a report and evidence of noise, disturbance, and activity complaints on and off-site, including the resolution of any complaint matters, to the Planning Commission one year from issuance of Certificate of Occupancy. Staff will provide an update to the Planning Commission. The Commission may add additional Conditions of Approval to meet the Conditional Use Permit requirements for mitigation of noise, based on the report and evidence of complaints.
23. Outdoor activities on the Plaza, including outdoor dining and outdoor events, require compliance with the Land Management Code, including approval of administrative Conditional Use permits, if applicable.

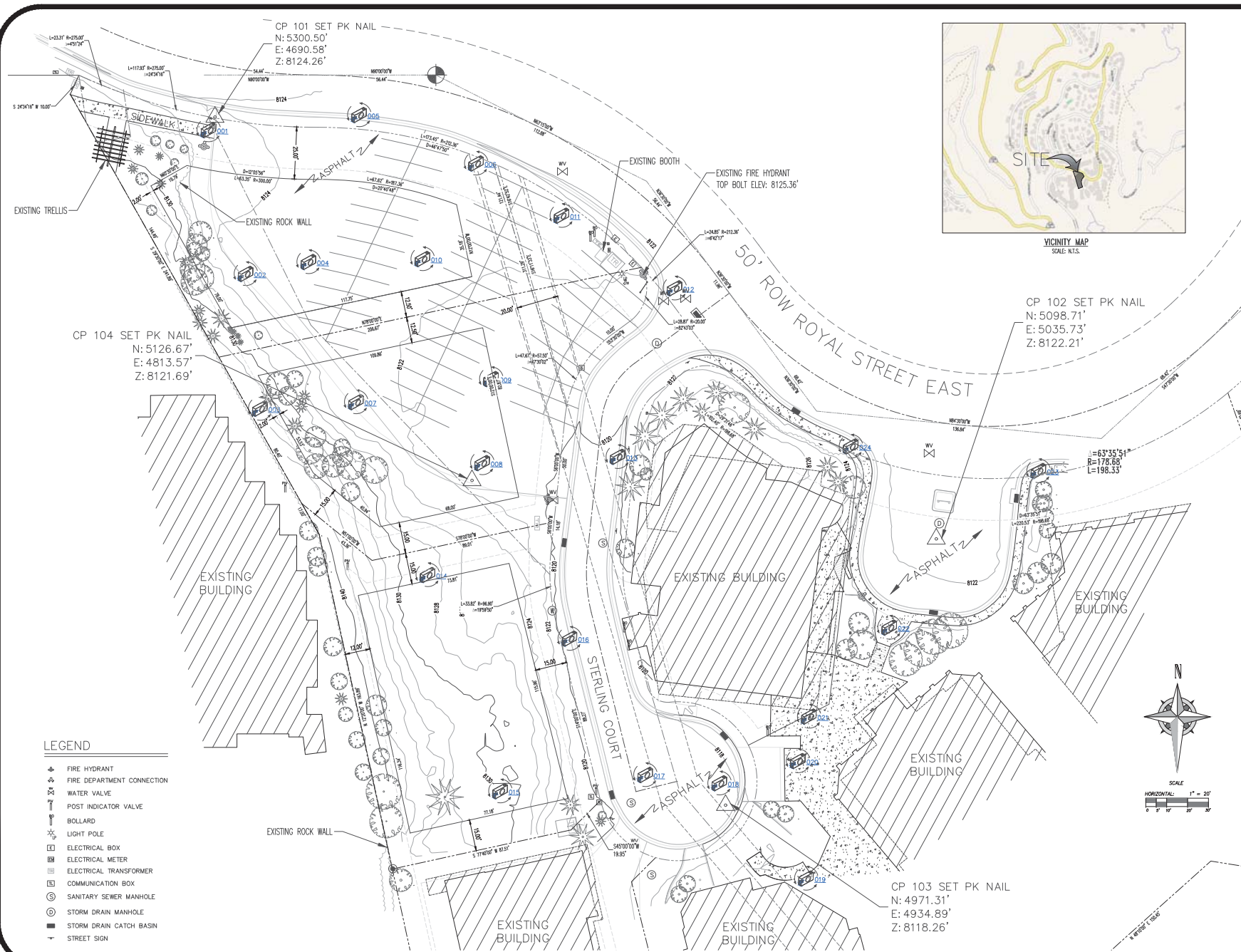
If you have questions regarding your project or the action taken please contact me at (435) 615-5066 or kirsten@parkcity.org.

Sincerely,



Kirsten Whetstone, MS, AICP
Senior Planner

Park City Planning Department
PO Box 1480
Park City, UT 84060



LEGEND

- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER VALVE
- POST INDICATOR VALVE
- BOLLARD
- LIGHT POLE
- ELECTRICAL BOX
- ELECTRICAL METER
- ELECTRICAL TRANSFORMER
- COMMUNICATION BOX
- SANITARY SEWER MANHOLE
- STORM DRAIN MANHOLE
- STORM DRAIN CATCH BASIN
- STREET SIGN

Project Information

GOLDENER HIRSCH INN
7570 ROYAL ST, PARK CITY, UT 84060
TOPOGRAPHY SURVEY

No.	Revision/Issue	Date

Client Name and Address



Project	2015-018	Sheet	1
Date	07/9/2015		
Scale	1" = 20'		1

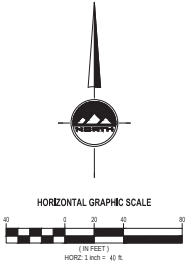


CALL BLUESTAKES
@ 811 AT LEAST 48 HOURS
PRIOR TO THE
COMMENCEMENT OF ANY
CONSTRUCTION

BENCHMARK

ROW MARKER ALONG THE EAST PROPERTY
LINE (SEE THIS SHEET) UPDATE
ELEVATION 1100.00

SITE





ENSIGN
THE STANDARD IN ENGINEERING

SALT LAKE CITY
45 W. 10000 S., Suite 500
Sandy, UT 84070
Phone: 801.255.9529

LAYTON
Phone: 801.547.1100

TOOELE
Phone: 435.843.3590

CEDAR CITY
Phone: 435.865.1453

RICHFIELD
Phone: 435.896.2983

WWW.ENSIGNENG.COM

FOR:
CLIENT
CLIENT'S ADDRESS
CLIENT CITY STATE ZIP
CONTACT:
Chris Cornsbee
PHONE: 801.455.4254

SILVER LAKE VILLAGE

7570 ROYAL ST
PARK CITY, UTAH

AERIAL IMAGE

PROJECT NUMBER: 1772
DRAWN BY: R.FORD
CHECKED BY: R.BLOER
PROJECT MANAGER: R.BLOER

EX-100

EXHIBIT G



01_Hirsch main entry from Royal St traffic circle



02_Hirsch garage entrance at Sterling Ct



03_Sterling Ct circle looking north



04_View south to slopes from parking lot on Lot H



EXISTING SITE AND PANORAMIC VIEWS



05_Panoramic at Sterling Ct (from L to R: Hirsch, Mont Cervin Plaza, Inn at Silver Lake, Mont Cervin)



06_Panoramic from across Royal St looking towards Hirsch and empty lots

EXISTING SITE AND PANORAMIC VIEWS

HIRSCH HOTEL & RESIDENCES | 2015 OCTOBER 15 7



07_Panoramic to Hirsch and Sterling Ct from hill at Stein Eriksen



08_Panoramic from Hirsch to empty lots and up hill to Stein Eriksen

OCT 16 2015

PARK CITY
PLANNING DEPT.

EXISTING SITE AND PANORAMIC VIEWS

HIRSCH HOTEL & RESIDENCES | 2015 OCTOBER 15 9





GOLDENER HIRSCH PROGRESS PICTURES

July 2017



August 2017



September 2017



October 2017



November 2017



December 2017



Progress Information

- About 30,000 cubic yards of dirt removed.
- 1,184 cubic yards of concrete poured to date
- About 11,500 man hours of work performed so far.



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Peoples Health Clinic started in 1999 as the dream of local medical providers and community members who realized the enormous need for low-cost health services in the Park City area. This organization is supporting Children's Dental Health Month and has requested that a resolution be passed by the City Council.

Respectfully:

Michelle Kellogg, City Recorder



City Council Staff Report

Subject: Children's Dental Health Month
Author: Michelle Kellogg
Department: Executive
Date: January 4, 2018
Type of Item: Administrative

Summary Recommendation

Approve the proposed resolution proclaiming February 2018, as Children's Dental Health Month.

Executive Summary

Peoples Health Clinic started in 1999 as the dream of local medical providers and community members who realized the enormous need for low-cost health services in the Park City area. This organization is supporting Children's Dental Health Month and has requested that a resolution be passed by the City Council.

The Opportunity

National Children's Dental Health Month is an opportunity for Park City to unite citizens of Utah and raise public awareness about the importance of preventative dental care for all children.

Alternatives for City Council to Consider

Recommended Alternative: Staff recommends Council approve the proposed resolution in support of Children's Dental Health Month.

Pros

- a. The resolution demonstrates the City's support of the Peoples Health Clinic.
- b. The resolution promotes preventative dental care for all children
- c. Supporting this resolution could result in increased awareness in the community.

Cons

- a. No increase in community awareness.

Consequences of Selecting This Alternative

Supporting this resolution will demonstrate that the City values young people in the community.

2. Null Alternative: No material impact.

Department Review

Legal and Executive Departments

Funding Source

There are no commitments associated with this resolution.



Resolution 02-2018

A RESOLUTION DECLARING FEBRUARY 2018 AS CHILDREN’S DENTAL HEALTH MONTH

Whereas, our community recognizes that the success of Park City depends on supporting every individual without medical insurance so they may pursue their dreams and strengthen our county; and

Whereas, we recognize that through dental education and regular preventative dental care, tooth decay is almost completely preventable, and children can remain healthy and contribute to the success of their community, as their healthy smiles are the cornerstone of our resort town; and

Whereas, research shows that through supervised tooth brushing programs and preventative care, children can reduce dental-related illness, which causes kids in the U.S. to miss 51 million school hours each year, and school absences start as early as first grade; and

Whereas, through a balanced diet, brushing and flossing after every meal, and regular dental check-ups, children can avoid cavities and remain healthy; and

Whereas, in 2018, both children and adults who reside in Utah, will visit People’s Health Clinic and receive dental exams and education at no cost; and

Whereas, National Children’s Dental Health Month is an opportunity for Park City to unite citizens of Utah and raise public awareness about the importance of preventative dental care for all children; and

Therefore, the City Council of Park City, Utah, hereby declares February 2018 as Park City Children’s Dental Health Month.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Mayor Andy Beerman

Attest:

Michelle Kellogg, City Recorder

Approved as to form:

Mark Harrington, City Attorney



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular City Council meetings in 2018. Council may modify the dates and times of meetings in the future if the need arises. The additional meetings will be noticed as special meetings.

Respectfully:

Michelle Kellogg, City Recorder

Ordinance 2018-02

An Ordinance Approving the Notice of a Regular Meeting Date, Time, and Location for Meetings of the City Council, Redevelopment Agency, Municipal Building Authority, Housing Authority and Water Service District of Park City, Utah, for 2018

The regular meetings of the Park City Council, Redevelopment Agency, Municipal Building Authority, Housing Authority and Water Service District shall be held every Thursday at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, at 6:00 p.m., except when there is no quorum, no pending business or the regular meeting date falls on a holiday. The 2018 meeting schedule for the above agencies is as follows:

January 4, 11, 23 (Tuesday)	July 12, 19
February 1, 15	August 2, 16, 30
March 8, 15, 29	September 13, 27
April 5, 19	October 11, 25
May 3, 17, 31	November 8, 15, 29
June 7, 21, 28	December 6, 20

Pursuant to the Americans with Disabilities Act, individuals needing special accommodations during the meeting should notify the City Recorder at 435-615-5007 at least 24 hours prior to the meeting.

EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

This is a request for approval of the Central Park City Condominiums plat for eleven residential units within one building currently under construction and located at 1893 Prospector Avenue. This condominium plat memorializes density and configuration of constructed units and identifies areas of private and common ownership. On December 13, 2017, the Planning Commission voted unanimously to forward a positive recommendation to City Council.

Acronyms

AUE- Affordable Unit Equivalent
CUP- Conditional Use Permit
FAR- Floor Area Ratio
FEMA- Federal Emergency Management Agency
GC- General Commercial Zoning District
LMC- Land Management Code
MPD- Master Planned Development
PSPOA- Prospector Square Property Owners Association
SF/sf- Square Feet
UE- Unit Equivalent

Respectfully:

Kirsten Whetstone, Senior Planner



City Council Staff Report

PLANNING DEPARTMENT

Subject: Central Park City Condominiums plat
Author: Kirsten A. Whetstone, MS, AICP
Project #: PL-17-03701
Date: January 4, 2018
Type of Item: Legislative – Condominium Plat

Summary Recommendations

Staff recommends the City Council hold a public hearing for the Central Park City Condominiums plat, for eleven residential units within one building, and consider approving the plat pursuant to findings of fact, conclusions of law and conditions of approval as found in the Ordinance.

Description

Applicant: Mr. Peabody LLC, Hank Louis and Ehlias Louis, CDR Development, owners
DISCLOSURE: Park City Municipal has entered in to a Real Estate Purchase Contract to buy this Project.

Location: 1893 Prospector Avenue
Zoning: General Commercial (GC)
Adjacent Land Uses: Residential condominiums, Rail Trail and open space to the south, commercial/offices and parking lots associated with Prospector Square.

Reason for Review: Condominium plats require Planning Commission review and recommendation with final action by City Council.

Proposal

This is a request for approval of the Central Park City Condominiums plat (Exhibit A-proposed plat) for eleven residential units within one building currently under construction and located at 1893 Prospector Avenue. This condominium plat memorializes density and configuration of constructed units and identifies areas of private and common ownership. On December 13, 2017, the Planning Commission voted unanimously to forward a positive recommendation to City Council.

Background

The property is located within the General Commercial (GC) zoning district subject to the Prospector Square overlay requirements (Land Management Code § 15-2.18-3(I)). The subject property, located at 1893 Prospector Avenue, consists of a 5,760 square foot platted lot. The lot is amended Lot 25b of the Gigaplat Replat, a subdivision amendment of Lots 25a, 25b and Parking Lot F of the Prospector Square Supplemental Amended Plat. The re-plat was approved by City Council on June 5, 2014 and

recorded at Summit County on May 1, 2015 (Exhibit B).

On May 13, 2015, a Conditional Use Permit was approved on amended Lot 25b for residential uses within the GC District.

On July 8, 2015, Planning Commission conducted a public hearing and approved the Central Park City Condominiums MPD for a total of eleven residential units. Nine units were identified for market rate units and 2 units (totaling 1,355 sf) were identified as deed restricted units to satisfy the affordable housing obligation of 1.5 AUE (Affordable Unit Equivalents). A Development Agreement was ratified by the Planning Commission on November 11, 2015. The MPD approved approximately 11,279 sf of residential uses and circulation area compliant with the maximum total Floor Area Ratio (FAR) of 2.0 allowed by the GC District.

On June 10, 2016, a building permit was issued for the building construction which is nearing completion, with expectation of a certificate of occupancy by the end of January.

On May 11, 2017, the City Council approved proposed terms and conditions associated with a purchase agreement to acquire all eleven units for the purpose of providing deed restricted affordable housing in alignment with the City's General Plan and Council's critical goals. All eleven units are proposed as deed restricted for sale units, as part of the City's affordable housing program. Energy efficiency upgrades are being provided as a condition of sale, including improvements to the building envelope anticipating a 15% decrease in carbon emissions, energy star rated appliances, low flow plumbing fixtures, and a 25 kW solar array to provide one third of the electric power load.

On October 30, 2017, the City received a completed application for the Central Park City Condominiums plat for eleven units within one building. This condominium plat memorializes the density, size and configuration of constructed units (anticipated completion of construction is January 2018) and identifies areas of private and common ownership. All eleven units will become deed restricted units upon sale of the building to the City, once the certificate of occupancy is issued. The City will record deed restrictions on these units prior to recordation of this plat. See Exhibits C, D and E for survey, aerial and photographs of the site.

On December 13, 2017, the Planning Commission conducted a public hearing and voted unanimously to forward a positive recommendation to City Council. No public input was provided at the hearing.

Purpose of the GC Zone

The purpose of the General Commercial (GC) District is to:

(A) Allow a wide range of commercial and retail trades and Uses, as well as offices, Business and personal services, and limited Residential Uses in an Area that

is convenient to transit, employment centers, resort centers, and permanent residential Areas;

(B) Allow Commercial Uses that orient away from major traffic thoroughfares to avoid strip commercial Development and traffic congestion;

(C) Protect views along the City's entry corridors;

(D) Encourage commercial Development that contributes to the positive character of the City, buffers adjacent residential neighborhoods, and maintains pedestrian Access with links to neighborhoods, and other commercial Developments;

(E) Allow new commercial Development that is Compatible with and contributes to the distinctive character of Park City, through Building materials, architectural details, color range, massing, lighting, landscaping and the relationship to Streets and pedestrian ways;

(F) Encourage architectural design that is distinct, diverse, reflects the mountain resort character of Park City, and is not repetitive of what may be found in other communities; and

(G) Encourage commercial Development that incorporates design elements related to public outdoor space including pedestrian circulation and trails, transit facilities, plazas, pocket parks, sitting Areas, play Areas, and Public Art.

Analysis

The zoning for the subdivision is General Commercial (GC) subject to the following criteria:

	GC Permitted/MPD allowed per 15-2.18	Existing/proposed
Lot Size	No minimum lot size.	5,760 sf
Height	35' (+5' for pitched roof)	35' (with height exception of 6'6" approved with MPD for up to 41'6" for the eastern portion of the building). <u>Complies.</u>
Front, rear, and side setbacks	Zero lot line allowed per Prospector Square overlay	Zero lot line for front, rear and west side setbacks and 3.5' for east side setback subject to recorded easement. <u>Complies.</u>

Total Residential Floor Area	No Maximum (though Gross Floor Area is based on Lot Size)	8,661 sf
Total Gross Floor Area (including all residential floor area and all enclosed circulation, mechanical and storage, and excluding parking)	Maximum is based on the Lot Size and FAR- 11,520 sf	11,493 sf <u>Complies.</u>
Floor Area Ratio (FAR)	FAR of 2.0 is allowed per the Prospector Square Overlay regulations.	1.99 <u>Complies.</u>
Parking	1 space per unit less than 1,000 sf in area. There are a total of 103 parking spaces in Parking Lot F, including the 11 in the parking easement area on the main level of the building.	11 spaces are provided under the building (main level) and there is no net decrease in the number of spaces within Parking Lot F per conditions of the Gigaplat Replat and 1893 Prospector Avenue CUP. Parking spaces under the building are located within an easement in favor of the Prospector Square Property Owners Association (PSPOA), as required by agreements with the PSPOA. <u>Complies.</u>

The platted units include the following:

Unit #	Total Floor Area (sf)	Parking
Unit 201	739	1
Unit 202	766	1
Unit 203	465	1
Unit 204	772	1
Unit 205	970	1
Unit 301	739	1

Unit 302	766	1
Unit 303	970	1
Unit 304	970	1
Unit 401	739	1
Unit 401	766	1
Total	8,661	11

The condominium plat identifies seven units with living area between 739 sf and 772 sf, three units at 970 sf, and one unit at 465 sf for a total of 8,661 sf of living area for the eleven units. On the ground level, each unit has a storage area and one parking space.

All parking on Parking Lots A-K in the Prospector Square Subdivision is shared parking for residential and commercial uses in the entire Prospector Square development area. There were originally 92 parking spaces in Parking Lot F. The non-compliant spaces (in terms of length), along the eastern property line, have been brought into compliance with improvements to Parking Lot F and construction of this building. Parking Lot F includes a total of 103 parking spaces, including the 11 spaces provided under the proposed building and there is no net loss of parking.

Staff finds good cause for this condominium plat as it is consistent with density and uses identified in the approved Master Planned Development Agreement and the approved Conditional Use Permit. The condominium plat allows the sale of individual units. All eleven units are intended to be deed restricted and meet City approved energy efficiency requirements. Prior to recordation of this plat, affordable housing deed restrictions approved by the City, shall be recorded against all units and noted on the plat.

Department Review

This project has gone through an interdepartmental review. No further issues were brought up at that time.

Notice

On November 29, 2017, the property was posted and notice was mailed to property owners within 300 feet. Legal notice was published in the Park Record and on the Utah Public Notice website on November 25, 2017.

Public Input

Staff has not received any public input on this application.

Alternatives

- City Council may approve the Central Park City Condominiums plat as conditioned or amended, or
- City Council may deny the Central Park City Condominiums plat and direct staff to make Findings for this decision, or
- City Council may continue the item to a date certain.

Significant Impacts

There are no significant fiscal or environmental impacts that result from this application. Platting the condominium units to reflect the as-built situation allows individual units to be sold.

Consequences of not taking the Suggested Recommendation

Individual units could not be sold.

Good Cause

There is good cause for this condominium plat to memorialize the size and configuration of these units in order to describe the private and limited common areas.

Recommendation

Staff recommends the City Council hold a public hearing for the Central Park City Condominiums plat, for eleven units in one building located at 1893 Prospector Avenue, and consider approving the plat pursuant to findings of fact, conclusions of law and conditions of approval as found in the Ordinance.

Exhibits

Ordinance

Exhibit A – Proposed plat

Exhibit B – Gigaplat Replat

Exhibit C – Existing conditions survey

Exhibit D – Aerial photo

Exhibit E – Photos of site

Ordinance No. 2018-03

**AN ORDINANCE APPROVING THE CENTRAL PARK CITY CONDOMINIUM PLAT
LOCATED AT 1893 PROSPECTOR AVENUE, PARK CITY, UTAH.**

WHEREAS, the owners of property known as the Central Park City Condominiums, located at 1893 Prospector Avenue, petitioned the City Council for approval of the Central Park City Condominiums plat; and

WHEREAS, on November 29th, the property was properly posted and legal notice was sent to all affected property owners; and

WHEREAS, on November 25th, proper legal notice was published in the Park Record and on the Utah Public Notice website according to requirements of the Land Management Code; and

WHEREAS, the Planning Commission held a public hearing on December 13, 2017, to receive input on the Central Park City Condominium plat; and

WHEREAS, the Planning Commission, on December 13, 2017, forwarded a positive recommendation to the City Council; and

WHEREAS, the City Council on January 4, 2018, held a public hearing and took action on the condominium plat; and

WHEREAS, it is in the best interest of Park City, Utah to approve the Central Park City Condominiums plat consistent with the Central Park City Condominiums Master Planned Development Agreement and Conditional Use Permit.

NOW, THEREFORE BE IT ORDAINED by the City Council of Park City, Utah as follows:

SECTION 1. APPROVAL. The above recitals are hereby incorporated as findings of fact. The Central Park City Condominiums plat as shown in Exhibit A is approved subject to the following Findings of Facts, Conclusions of Law, and Conditions of Approval:

Findings of Fact:

1. The property is located at 1893 Prospector Avenue.
2. The Central Park City Condominiums are located in the GC zoning district.
3. On June 5, 2014, the City Council approved the Gigaplat Replat amending the Prospector Square Supplemental Amended Plat to reconfigure Lots 25a and 25b and Parking Lot F. The plat was recorded at Summit County on May 1, 2015.
4. The property is also located within the Prospector Landscaping and Maintenance of Soil Cover Ordinance (Park City Soil Ordinance).

5. On May 13, 2015, the Planning Commission approved a Master Planned Development for the Central Park City Condominiums and the approval was documented in a Development Agreement recorded at Summit County on May 30, 2016.
6. The Central Park City Condominiums Master Planned Development includes a total of eleven residential units. Nine units were identified for market rate units and 2 units (totally 1,355 sf) were identified as deed restricted units to satisfy the affordable housing obligation of 1.5 AUE (Affordable Unit Equivalents).
7. The GC District allows a Floor Area Ratio (FAR) of 2.0 for a gross floor area of 11,520 sf.
8. Gross floor area of the building is 11,493 sf and the Floor Area Ratio (FAR) of the building is 1.99 (including all enclosed areas of residential uses, enclosed circulation and storage area and excludes parking).
9. On May 13, 2015 the Planning Commission approved a Conditional Use Permit for eleven residential units within one building known as the Central Park City Condominiums.
10. A Development Agreement was ratified by the Planning Commission on November 11, 2015.
11. On June 10, 2016, a building permit was issued for the building. Construction is nearing completion, with expectation of a certificate of occupancy by the end of January, 2018.
12. On May 11, 2017, the City Council approved proposed terms and conditions associated with a purchase agreement to acquire all eleven units for the purpose of providing deed restricted affordable housing in alignment of the General Plan and Council's critical goals.
13. All eleven units are proposed as deed restricted for sale units, as part of the City's affordable housing program.
14. Energy efficiency upgrades are being provided as a condition of sale, including improvements to the building envelope anticipating a 15% decrease in carbon emissions, energy star rated appliances, low flow plumbing fixtures, and a 25 kW solar array to provide one third of the electric power load.
15. On October 30, 2017, the City received a completed application for the Central Park City Condominiums plat for eleven units within one building.
16. This condominium plat identifies seven units with living area between 739 sf and 772 sf, three units at 970 sf, and one unit at 465 sf for a total of 8,661 sf of living area for the eleven units. On the ground level each unit has a storage area and one parking space. Gross building floor area is 11,493 sf, excluding parking.
17. All parking on Parking Lots A-K in the Prospector Square Subdivision is shared parking for residential and commercial uses in the entire Prospector Square development area. There were originally 92 parking spaces in Parking Lot F and the previous non-compliant spaces (in terms of length), along the eastern property line, have been brought into compliance with improvements to Parking Lot F and construction of this building. Parking Lot F includes a total of 103 parking spaces, including the 11 spaces provided under the proposed building.

18. This condominium plat memorializes the density, size and configuration of constructed units (anticipated completion of construction is January 2018) and identifies areas of private and common ownership.
19. All of the units will become deed restricted units upon sale of the building to the City, once the certificate of occupancy is issued.
20. This lot is located in a FEMA flood zone A.

Conclusions of Law:

1. There is good cause for this condominium plat.
2. The condominium plat is consistent with the Park City Land Management Code and applicable State law regarding condominium plats.
3. Neither the public nor any person will be materially injured by the proposed condominium plat.
4. Approval of the condominium plat, subject to the conditions stated below, does not adversely affect the health, safety and welfare of the citizens of Park City.

Conditions of Approval:

1. The City Attorney and City Engineer will review and approve the final form and content of the amended condominium plat for compliance with State law, the Land Management Code, and the conditions of approval, prior to recordation of the plat.
2. The applicant will record the amended condominium plat at the County within one year from the date of City Council approval. If recordation has not occurred within one year's time, this approval for the plat will be void, unless a request for an extension is submitted in writing and approved by the City Council.
3. All conditions of approval of the Central Park City MPD and CUP shall continue to apply, including requirements and restrictions related to the Park City Soils Ordinance.
4. All conditions of approval of the Gigaplat Replat shall continue to apply.
5. All recorded easements shall be noted on this plat prior to recordation.
6. Prior to the sale of any Units, affordable housing deed restrictions, as approved by the City shall be recorded against all units and noted on the plat. A note on the plat shall indicate that the Units are anticipated to all be used as affordable housing with deed restrictions recorded against them. Under the MPD, a minimum of 2 units (totaling 1,355 sf) are identified as deed restricted units to satisfy the affordable housing obligation of 1.5 AUE.

SECTION 2. EFFECTIVE DATE. This Ordinance shall take effect upon publication.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Andy Beerman, MAYOR

ATTEST:

Michelle Kellogg, City Recorder

APPROVED AS TO FORM:

Mark Harrington, City Attorney

Exhibits

Exhibit A – Condominium plat

EXHIBIT A

SURVEYOR'S CERTIFICATE



I, Charles Galati, do hereby certify that I am a Professional Land Surveyor and that I hold Certificate No. 724889 as prescribed by the laws of the State of Utah, and that I have caused to be made under my direction and by the authority of the owner, CENTRAL PARK CITY CONDOMINIUMS, a Utah Condominium Project, in accordance with the provisions of the Utah Condominium Ownership Act. I further certify that the information shown hereon is correct.

PROPERTY DESCRIPTION

Lot 25b-R, GIGALAT REPLAT, a Resubdivision of Lots 25a, 25b, Parking Lot F & Common Area of Prospector Square Supplemental Amended Plat, according to the official plat thereof, on file and of record in the office of the Summit County Recorder Summit County, Utah.
Tax ID No. PSA-25b-R

OWNER'S DEDICATION AND CONSENT TO RECORD

Know all men by these present that, the undersigned are the owners of the herein described real property and improvements located thereon and hereby cause and consent that this condominium plat be prepared and recorded in accordance with the Utah Condominium Act, Title 57, Chapter 8, Utah Code Annotated, and affirm that the real property is to be dedicated by the owners for the uses and purposes as set forth herein and is to be hereafter known as CENTRAL PARK CITY CONDOMINIUMS.

Executed this _____ day of _____, 2017

PARK CITY MUNICIPAL CORPORATION, a Body politic and corporate of the State of Utah

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

State of _____

ss:

County of _____

On this _____ day of _____, 2017, personally appeared before me _____, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the representative of PARK CITY MUNICIPAL CORPORATION, a Body politic and corporate of the State of Utah and that said document was signed by him on behalf of said corporation by authority of its bylaws, or (resolution of its board of directors), and said _____ acknowledged to me that said corporation executed the same.

Notary Public: _____

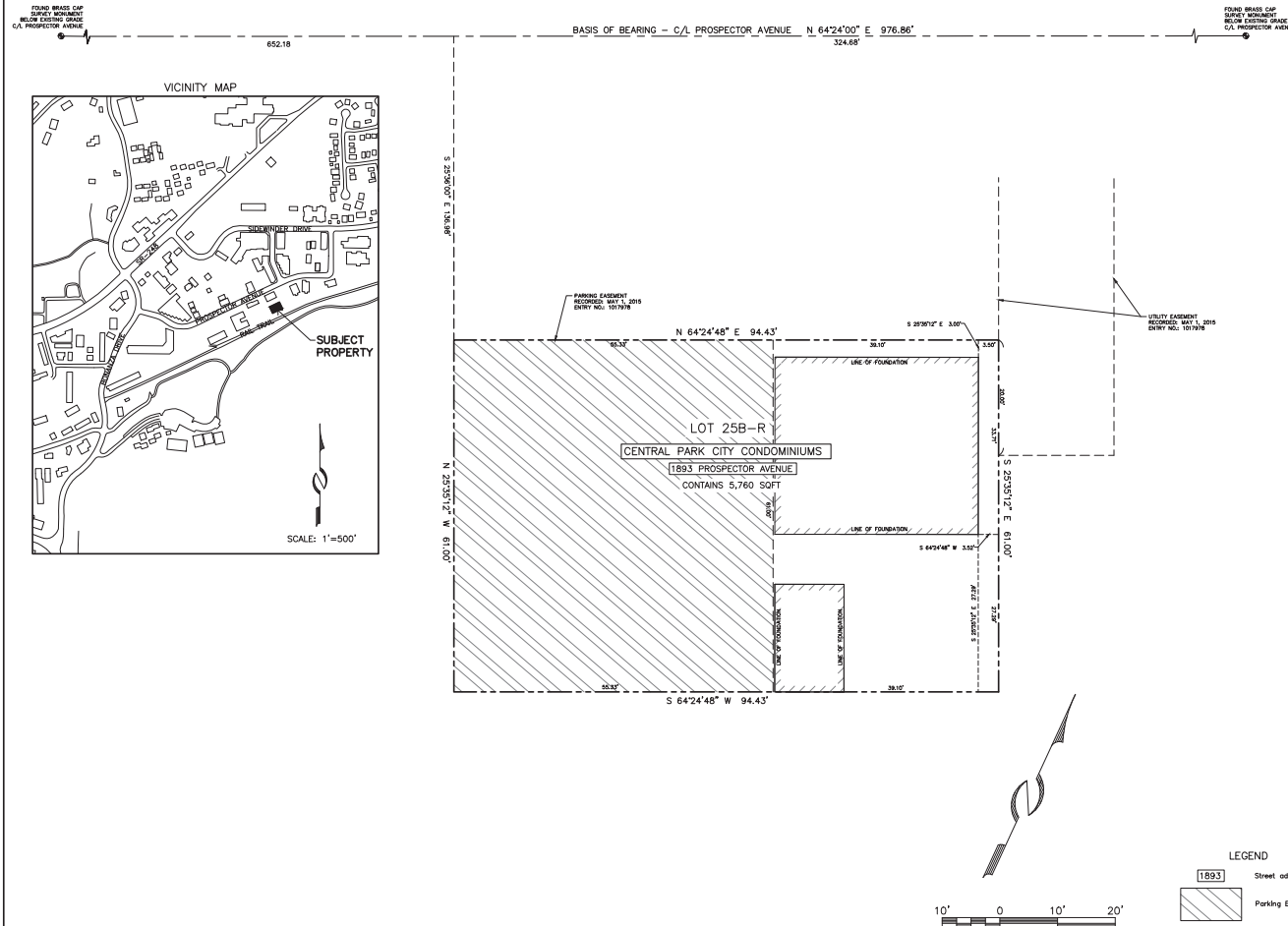
Printed Name: _____

Residing in: _____

My commission expires: _____

NOTES

- This plat is subject to the Conditions of Approval in Ordinance 2017-_____.
- Ownership, operation, and maintenance of the private sewer lateral for the benefit of Lot 25b-R shall be the responsibility of the owner of Lot 25b-R.
- Modified 13-D sprinklers may be required for new construction to be determined by the Chief Building Official at the time of review of the building permit submittals.
- Future development on Lot 25b-R is required to comply with the Order of the State Engineer regarding streamside construction application Number 12-36-503A, or as amended and restated.
- All required Army Corps of Engineers permits are required prior to any work in the stream corridor, including stream rehabilitation work.
- An elevation certificate is required prior to the issuance of building permits, as required by the Flood Plain Manager, for any work in the flood plain.
- The subdivision is located in FEMA Flood Zone A, which will require a hydraulic & hydrology study upstream and downstream of development prior to permit issuance for construction on Lot 25b-R.
- The dimensions of the private spaces and square footage calculations are based on drawings supplied by Gigaplex Architects. The square footages shown on this plat are calculated in accordance with the Utah Condominium Act and the Declaration of Condominium for Park City Central Condominiums, a Utah Condominium Project. Such calculations typically differ somewhat from the square footages determined by the architect or others using different methods of determining unit size. It is the intent that the private ownership area of the units will be as constructed.
- All common structural elements are designated as Common Areas and Facilities, as described in the Declaration of Condominium.
- Building ties on this sheet are from the property line to the building foundation as shown.
- All Common Areas and Facilities are dedicated as non-exclusive easements to Park City Municipal Corporation, Snyderville Basin Water Reclamation District, Park City Fire Service District, and Summit County for the purpose of providing access for utility and drainage installation, use, maintenance, and eventual replacement.
- This plat also depicts the following easements, each of which may be amended, relocated or revised, without amendment hereto, in accordance with each such easement's terms:
 - Utility Easement for the benefit of Lot 25b-R per The Gigaplat Replat Entry No. 1017972
 - Parking Easement, Entry No. 1017978, Summit County Recorder's Office.
- All Conditions of Approval of Gigaplat Replat, recorded May 1, 2015, as Entry No. 1017972 continue to apply and remain in full force and effect.

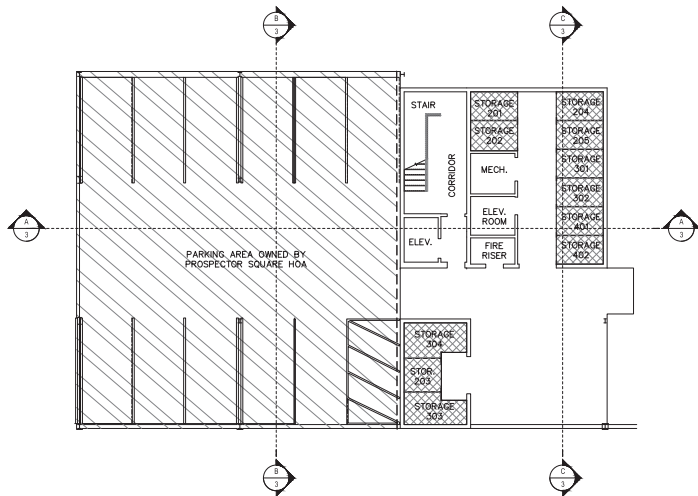


A UTAH CONDOMINIUM PROJECT CENTRAL PARK CITY CONDOMINIUMS

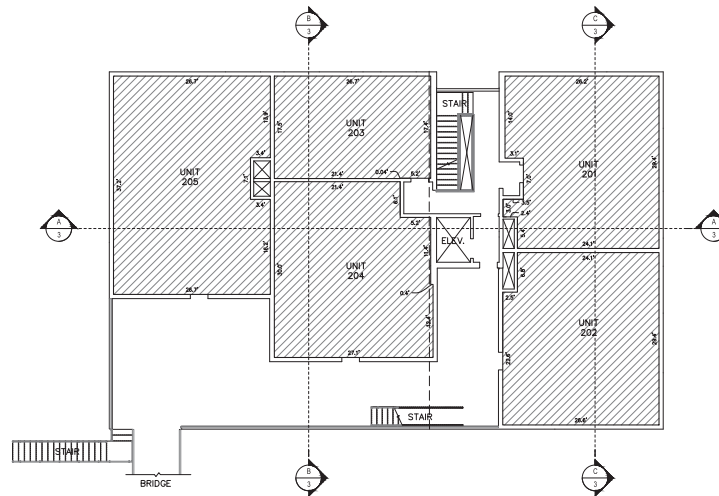
LOCATED IN NE 1/4 SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

SHEET 1 OF 3

 (435) 649-8487 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 323 Main Street P.O. Box 2664 Park City, Utah 84050-2664	SNYDERVILLE BASIN WATER RECLAMATION DISTRICT REVIEWED FOR CONFORMANCE TO SNYDERVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS _____ DAY OF _____, 2017 BY _____ S.B.W.R.D.	PLANNING COMMISSION APPROVED BY THE PARK CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2017 BY _____ CHAIR	ENGINEER'S CERTIFICATE I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ENGINEER	APPROVAL AS TO FORM APPROVED AS TO FORM THIS _____ DAY OF _____, 2017 BY _____ PARK CITY ATTORNEY	COUNCIL APPROVAL AND ACCEPTANCE APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ MAYOR	CERTIFICATE OF ATTEST I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS _____ DAY OF _____, 2017 BY _____ PARK CITY RECORDER	11/03/17 JOB NO.: 5-10-17 FILE: X:\Prospector\dwg\an\plat2017\0510179cc.dwg RECORDED STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF _____ FEE _____ RECORDER _____ TIME _____ DATE _____ ENTRY NO. _____



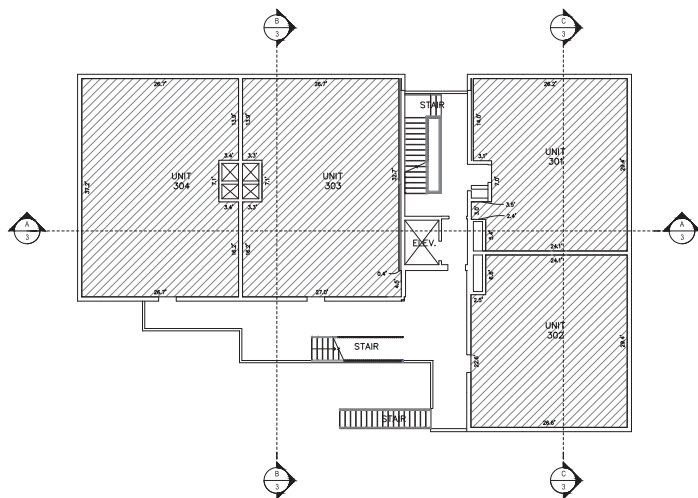
LEVEL 1
SCALE: 1" = 10'



LEVEL 2
SCALE: 1" = 10'

LEVEL 2 SQUARE FOOTAGE TABLE

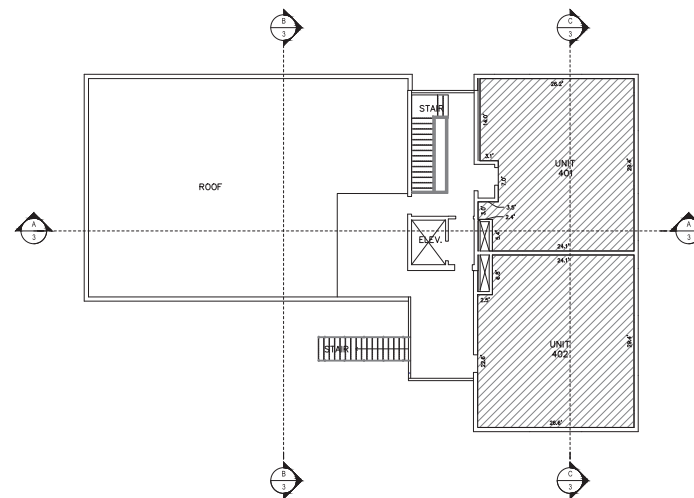
UNIT	SQUARE FOOTAGE
UNIT 201	739 SF
UNIT 202	766 SF
UNIT 203	465 SF
UNIT 204	772 SF
UNIT 205	970 SF
TOTAL	3,712 SF



LEVEL 3
SCALE: 1" = 10'

LEVEL 3 SQUARE FOOTAGE TABLE

UNIT	SQUARE FOOTAGE
UNIT 301	739 SF
UNIT 302	766 SF
UNIT 303	970 SF
UNIT 304	970 SF
TOTAL	3,445 SF

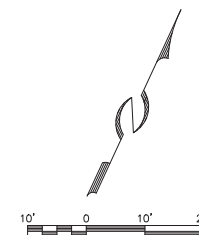


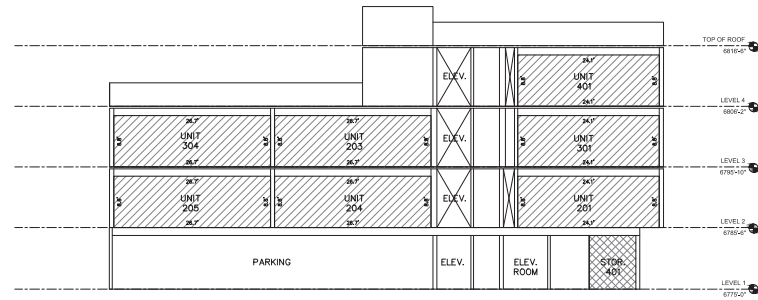
LEVEL 4
SCALE: 1" = 10'

LEVEL 4 SQUARE FOOTAGE TABLE

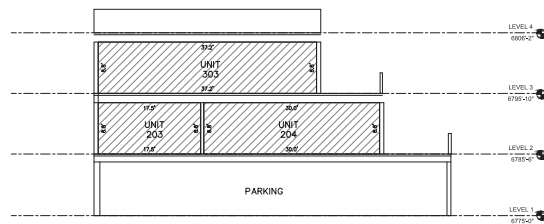
UNIT	SQUARE FOOTAGE
UNIT 401	739 SF
UNIT 402	766 SF
TOTAL	1,504 SF

- COMMON AREA
- PRIVATE OWNERSHIP
- LIMITED COMMON OWNERSHIP

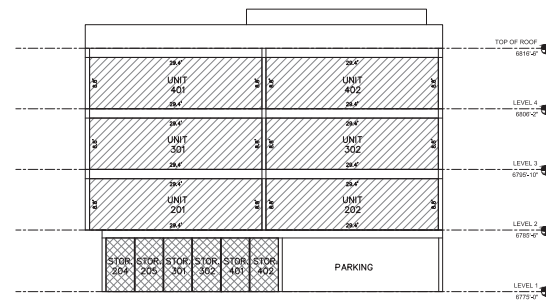




SECTION A



SECTION B



SECTION C

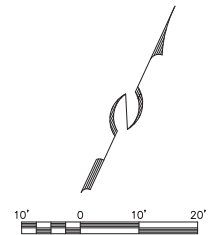


EXHIBIT B

SURVEYOR'S CERTIFICATE

I, John Demomco, certify that I am a Registered Land Surveyor and that I hold Certificate No. 15449, as prescribed by the laws of the State of Utah, and that by authority of the owner, I have prepared this Record of Survey and the GIGAPLAT REPLAT and that the same has been or will be monumented on the ground as shown on this plat. I further certify that the information on this plat is accurate.

PROPERTY DESCRIPTIONS

Parcel 1:
All of Lot 25A PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT, according to the official plat thereof, recorded as Entry No. 397064 of the official records in the office of Summit County Recorder, records of Summit County, Utah.

Parcel 2:
All of Lot 25B PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT, according to the official plat thereof, recorded as Entry No. 397064 of the official records in the office of Summit County Recorder, records of Summit County, Utah.

Parcel 3:
All of Lot F, PROSPECTOR SQUARE SUPPLEMENTAL AMENDED PLAT, according to the official plat thereof, recorded as Entry No. 397064 of the official records in the office of Summit County Recorder, records of Summit County, Utah.

Parcel 4:
A parcel of land located in the northeast quarter of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, said parcel being more particularly described as follows:
Beginning at the westernmost corner of Lot 26a of the Amended Plat of Prospector Square, recorded as Entry #125443 according to the official plat thereof on file and of record in the Office of the Recorder, Summit County, Utah, said point being located South 89°47'14" East 683.765 feet and North 64°24'48" East 613.82 feet from the center of Section 9, Township 2 South, Range 4 East, Salt Lake Base and Meridian, and running thence along the easterly and northerly boundaries of Lot 26a the following two (2) courses: (1) North 25°36'00" West 48.10 feet; thence (2) South 64°24'00" West 10.00 feet to the southwesterly corner of Lot 28a; thence along the easterly boundary of Lot 28a North 25°36'00" West 45.00 feet to the southerly boundary of Lot 27a; thence along the southerly, easterly and northerly boundaries of Lot 27a the following three (3) courses: (1) North 64°24'00" East 15.00 feet; (2) North 25°36'00" West 45.00 feet; thence (3) South 64°24'00" West 10.00 feet to the southwesterly corner of Lot 27b; thence along the easterly boundary of Lot 27b North 25°36'00" West 45.00 feet to the southerly right-of-way of Prospector Avenue, Amended Plat of Prospector Square; thence along said southerly right-of-way North 64°24'00" East 60.00 feet to the northerly corner of Lot 24a; thence along the easterly boundary of Lot 24a South 25°36'00" East 65.00 feet to the northerly boundary of Lot 25a; thence along the northerly, easterly and southerly boundaries of Lot 25a the following three (3) courses: (1) South 64°24'00" West 10.00 feet; thence (2) South 25°36'00" East 45.00 feet; thence (3) North 64°24'00" East 10.00 feet to the northerly corner of Lot 25a; thence along the easterly boundary of Lot 25a South 25°36'00" East 45.00 feet to the northerly boundary of Lot 25b; thence along the northerly and westerly boundaries of Lot 25b the following two (2) courses: (1) South 64°24'00" West 10.00 feet; thence (2) South 25°36'00" East 48.11 feet to the southerly boundary of said Amended Plat of Prospector Square; thence along the southerly boundary of the Amended Plat of Prospector Square South 64°24'48" East 40.00 feet to the point of beginning.

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, IGM, LLC, A Utah Limited Liability Company, the undersigned owner of Parcel 1, does hereby certify that it has caused this survey to be made and Gigaplat Replat to be prepared, and does hereby consent to the recordation of this plat amendment.

In witness whereof the undersigned has executed this certificate and dedication this 15 day of February 2015.

IGM, LLC, a Utah Limited Liability Company
By: Rhonda Siders
Rhonda Siders
President

ACKNOWLEDGMENT

State of Utah
County of Summit
On this 20 day of February, 2015, personally appeared before me, Rhonda Siders, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that she is the President of IGM, LLC, a Utah Limited Liability Company and that said document was signed by her on behalf of said corporation by authority of its bylaws, or (resolution of its board of directors), and said Rhonda Siders acknowledged to me that said corporation executed the same.

Notary Public:
Kathryn N. Gold
Kathryn N. Gold
Printed Name:
Residing in: Park City, Utah
My commission expires: 09/06/2017

KATHRYN N. GOLD
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/06/2017
Commission # 660603

OWNER'S DEDICATION AND CONSENT TO RECORD

KNOW ALL MEN BY THESE PRESENTS THAT, PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION, the undersigned owner of Parcels 2 & 4, does hereby certify that it has caused this survey to be made and Gigaplat Replat to be prepared, and does hereby consent to the recordation of this plat amendment.

In witness whereof the undersigned has executed this certificate and dedication this 24 day of February, 2015.

By: Dean S. Bennett
Dean S. Bennett, President
PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION

ACKNOWLEDGMENT

State of Utah
County of Summit
On this 24 day of February, 2015, personally appeared before me, the undersigned notary public, in and for said County and State, Dean S. Bennett, acknowledged to me that he is the president of PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION and that he signed the above on behalf of PROSPECTOR SQUARE PROPERTY OWNERS ASSOCIATION.

Notary Public:
Kathryn N. Gold
Kathryn N. Gold
Printed Name:
Residing in: Park City, Utah
My commission expires: 09/06/2017

KATHRYN N. GOLD
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/06/2017
Commission # 660603

ACKNOWLEDGMENT

State of Utah
County of Summit
On this 2nd day of March, 2015, personally appeared before me, Henry Louis, whose identity is personally known to me (or proven on the basis of satisfactory evidence) and who by me duly sworn/affirmed, did say that he is the president of FOGHORN LEIGHORN, LTD, and that said document was signed by him on behalf of said corporation by authority of its bylaws, or (resolution of its board of directors), and said Henry Louis acknowledged to me that said corporation executed the same.

Notary Public:
Kathryn N. Gold
Kathryn N. Gold
Printed Name:
Residing in: Park City, UT
My commission expires: 09/06/2017

KATHRYN N. GOLD
NOTARY PUBLIC - STATE OF UTAH
My Comm. Exp. 09/06/2017
Commission # 660603

A RESUBDIVISION OF LOTS 25a, 25b, Parking Lot F, & Common Area of Prospector Square Supplemental Amended Plat

GIGAPLAT REPLAT

LOCATED IN NE 1/4 SECTION 9
TOWNSHIP 2 SOUTH, RANGE 4 EAST, SALT LAKE BASE AND MERIDIAN
PARK CITY, SUMMIT COUNTY, UTAH

CONSULTING ENGINEERS LAND PLANNERS SURVEYORS

201 Main Street P.O. Box 2684 Park City, Utah 84302-2684

SYDNEYVILLE BASIN WATER RECLAMATION DISTRICT	PLANNING COMMISSION	ENGINEER'S CERTIFICATE	APPROVAL AS TO FORM	COUNCIL APPROVAL AND ACCEPTANCE	CERTIFICATE OF ATTEST	RECORDED
REVIEWED FOR CONFORMANCE TO SYDNEYVILLE BASIN WATER RECLAMATION DISTRICT STANDARDS ON THIS <u>3</u> DAY OF <u>March</u>, 2015 BY: <u>[Signature]</u> S.B.W.R.D.	APPROVED BY THE PARK CITY PLANNING COMMISSION THIS 14TH DAY OF MAY, 2014 BY: <u>[Signature]</u> CHAIR	I FIND THIS PLAT TO BE IN ACCORDANCE WITH INFORMATION ON FILE IN MY OFFICE THIS <u>18th</u> DAY OF <u>March</u>, 2015 BY: <u>[Signature]</u> PARK CITY ENGINEER	APPROVED AS TO FORM THIS <u>30th</u> DAY OF <u>April</u>, 2015 BY: <u>[Signature]</u> PARK CITY ATTORNEY	APPROVAL AND ACCEPTANCE BY THE PARK CITY COUNCIL THIS 5TH DAY OF JUNE, 2014 BY: <u>[Signature]</u> MAYOR	I CERTIFY THIS RECORD OF SURVEY MAP WAS APPROVED BY PARK CITY COUNCIL THIS <u>30th</u> DAY OF <u>April</u>, 2015 BY: <u>[Signature]</u> PARK CITY RECORDER	STATE OF UTAH, COUNTY OF SUMMIT, AND FILED AT THE REQUEST OF <u>Park City Lodging, Inc.</u> DATE <u>5/1/15</u> TIME <u>2:44pm</u> ENTRY NO. <u>1012772</u> <u>32.00</u> FEE <u>C. Willoughby</u> RECORDER

Central Park City Condominiums Plat Application

November 2, 2017

Project Intent:

The purpose of this plat application is to define the private ownership and common and limited common areas within the Central Park City Condominiums project. The condominium plat will allow for the individual sale of units within the building and define the areas that are owned by the Home Owner's Association. The building is currently under construction and approaching completion within a few months. The utilities have been installed and the final site work and asphalt parking areas are being completed the first and second week of November 2017.

The property is currently owned by Mr Peabody LLC. It is expected that by the time the condominium plat is ready for final signatures, Park City Municipal Corporation will be the owner of record and will be the entity that will sign the plat before recordation.

LOT 25B-R, CENTRAL PARK CITY CONDOMINIUMS
EXISTING CONDITIONS MAP

LOCATED IN THE NORTHEAST QUARTER OF SECTION 9,
TOWNSHIP 2 SOUTH, RANGE 4 EAST,
SALT LAKE BASE AND MERIDIAN
SUMMIT COUNTY, UTAH



SURVEYOR'S CERTIFICATE

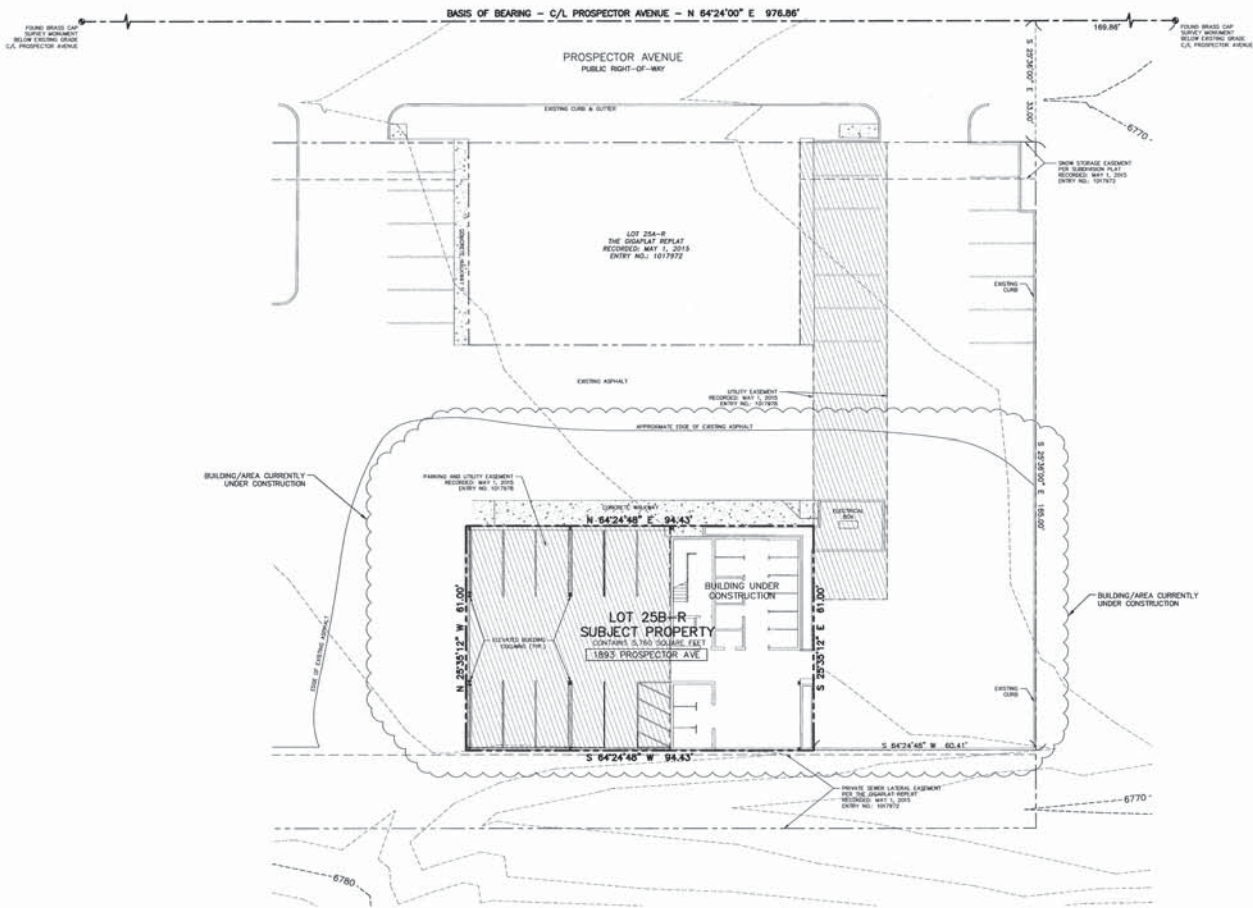
I, Charles Galati, certify that I am a Professional Land Surveyor and that I hold Certificate No. 724889, as prescribed by the laws of the State of Utah. I further certify that under my direct supervision an existing conditions and topographic survey has been performed on the herein described property and that to the best of my knowledge this plot is a correct representation of said survey.

LEGAL DESCRIPTION

Lot 25B-R, GIGAPLAT REPLAT, A Resubdivision of Lots 25a, 25b, Parking Lot F & Common Area of Prospector Square Supplemental Amended Plat, according to the official plat thereof, on file and of record in the office of the Summit County Recorder, Summit County, Utah.

NOTES

1. Basis of survey: Between found Street Monuments as shown on this survey.
2. The surveyor found no obvious evidence of easements, encroachments or encumbrances on the property surveyed except as shown hereon.
3. Design information on file at Alliance Engineering was used in the creation of this plat.
4. At the time of this survey the building and surrounding area was under construction. The building and surrounding improvements shown are per design and are partially constructed. This surveyor oversees and continues to oversee the construction staking for the building and improvements on the subject property.
5. A boundary survey was not performed as part of this Existing Conditions Map. The boundary lines shown on this map are per the Gigaplat Replat, Entry No. 1017972 on file and of Record in the Summit County Recorder's office.



- LEGEND
- ▨ Easement (As-noted)
 - Found street monument



STAFF:
RYAN BETZ
CHARLES GALATI
MICHAEL DESKOWICZ
STEVE CONANT
CHIP TOMSUDEN
JASON WYNE
JUAN CARRASCO

EXISTING CONDITIONS MAP
LOT 25B-R, GIGAPLAT REPLAT
1893 PROSPECTOR AVENUE
FOR: PARK CITY MUNICIPAL CORPORATION
JOB NO.: 6-10-17
FILE: X:\Prospector\dwg\ar\plot2017\051017pcc existing conditions.dwg

DATE: 11/03/17

SHEET
1
OF
1



 CONSULTING ENGINEERS LAND PLANNERS SURVEYORS 327 Main Street, P.O. Box 2664 Park City, Utah 84060-2664	(435) 840-9467	STAFF: MARSHALL KING JUAN CARRASCO	AERIAL PHOTOGRAPHY EXHIBIT LOT 25B-R, PROSPECTOR SQUARE CENTRAL PARK CITY CONDOMINIUMS	SHEET 1 OF 1
			FOR: PARK CITY MUNICIPAL CORPORATION	
			JOB NO.: 5-10-17	
	DATE: 11/02/17	FILE: X:\Prospector\dwg\en\plot2017\051017pcc excond.dwg		



1893 Prospector Avenue, Central Park City Condominiums – looking northeasterly



1893 Prospector Avenue, Central Park City Condominiums – looking southeasterly



1893 Prospector Avenue, Central Park City Condominiums – looking southerly



1893 Prospector Avenue, Central Park City Condominiums – looking northerly



1893 Prospector Avenue, Central Park City Condominiums – looking northwesterly



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

The Woodside Park Phase 1 construction project helps to meet City Council's desired outcomes, notably affordable housing. Staff is returning to Council to seek approval for the Second Addendum to the Construction Manager at Risk (CMAR) agreement with New Star General Contractors.

Due to delays in the completion of the construction drawings, New Star was not able to complete a GMP for the entire project. In an effort to prevent further delays in the construction of the project, on August 17, 2017, City Council approved the First Addendum of the CMAR agreement with New Star General Contractors for Phase 1 of construction for the Woodside Park affordable housing project. The scope of the contract consisted of the demolition of the fire station located at 1353 Park Avenue. Council approved the First addendum to the CMAR for the first phase of construction. Staff is returning to Council to receive approval for the Second Addendum to the CMAR agreement for the final phase of construction that include the complete Guaranteed Maximum Price (GMP) for the project and final construction schedule and budget.

Respectfully:

Jason Glidden, Housing Development Manager

Staff Report



Subject: Woodside Park Phase 1 (former Fire Station Parcel)
Second Addendum – Construction
Manager at Risk Agreement

Author: Jason Glidden

Department: Community Development

Date: January 4, 2018

Type of Item: Administrative – Second Addendum – Construction Manager
at Risk Agreement

Summary Recommendation

Review the two construction budget options for the final stage of construction at Woodside Park Phase 1, and provide staff with direction on which version of the Second Addendum to the Construction Manager at Risk (CMAR) agreement with New Star Construction, Inc. the City should move forward with. The final contract will be in a form approved by the City Attorney's Office, in the amount not to exceed \$4,923,910.55.

Executive Summary

The Woodside Park Phase 1 construction project helps to meet City Council's desired outcomes, notably affordable housing. Staff is returning to Council to seek approval for the Second Addendum to the Construction Manager at Risk (CMAR) agreement with New Star General Contractors.

Due to delays in the completion of the construction drawings, New Star was not able to complete a GMP for the entire project. In an effort to prevent further delays in the construction of the project, on August 17, 2017, City Council approved the First Addendum of the CMAR agreement with New Star General Contractors for Phase 1 of construction for the Woodside Park affordable housing project. The scope of the contract consisted of the demolition of the fire station located at 1353 Park Avenue. Staff is returning to Council to receive approval for the Second Addendum to the CMAR agreement for the final phase of construction that include the complete Guaranteed Maximum Price (GMP) for the project and final construction schedule and budget.

New Star Construction sent the project out to bid on September 8, 2017. Due to a lack of submittals, all bids were rejected and the project was re-bid on November 2, 2017. Once the bid process was completed it was calculated that the total estimated cost of the project was twenty percent higher than originally estimated. It is believed that this was due to the high construction activity causing demand for sub-contractors to increase, which in turn has driven up costs. Staff worked with New Star and Elliott Workgroup, the architect for the project, to provide possible changes to the project to reduce the overall cost of construction. Staff is bringing two options to the construction budget for City Council to evaluate and provide direction to staff on which option they would like to move forward on. City Council could choose to not move forward on this project at this time.

Acronyms

CIP	Capital Improvement Program
CMAR	Construction Manager at Risk
GMP	Guaranteed Maximum Price
HDDR	Historic District Design Review
PCMC	Park City Municipal Corporation
RFP	Request for Proposals
RFQ	Request for Qualifications

The Opportunity

City Council has identified approximately \$40 million to pursue their critical goal of creating affordable housing. In an effort to keep this project moving forward, staff is recommending that an addendum for the GMP be completed to include the final phase of construction.

Background

- On August 25, 2016, the City Council directed staff to pursue four single-family homes and four townhomes, each with an accessory apartment on the parcel where the former fire station sits on Park Avenue. The project includes a shared parking lot to the rear at 1364 Woodside. Council additionally asked staff to consider different approaches to construction to better understand the community impact/disruption as well as cost of construction. This project is considered Phase I.
- On October 20, 2016 Council provided direction on the design details of Phase 1 - housing at the former fire station parcel, including ([link](#)):
- On December 1, 2016 the City Council provided preliminary direction on the preferred concept for affordable housing on the City property between Woodside and Empire Avenue referred to as Phase II housing ([link](#), p.6). Council was also presented with and overview and analysis of the tradeoffs balancing costs (land & construction), affordability and return on investment/subsidy goals.
- On January 5, 2017 Council approved a contract with EWG to complete design construction documents and administration for Phase 1 ([link](#), p.129).
- During the pre-construction services phase the construction manager working with the design team of EWG and staff will review the proposed schematic design and design development drawings and provide a cost estimate. The cost estimate will help determine a final budget request for FY 2018.
- During the Construction Manager at Risk (CMAR) selection process it was discussed that the four single family homes would not lend themselves toward modular as they are all unique and have different footprints. The schedule would be greatly improved if the project were to be split into phases to build the single family homes first and then the townhouses. If modular is a viable option for the townhouses then the four single family houses can be constructed while the modular is being fabricated. The modular construction would not need to be split in phases. The ability to develop the design to a level that the Construction Manager can verify the cost and scheduling comparisons between the methods will allow for a better decision.

- On March 30, 2017, City Council Approved a [CMAR contract with New Star General Contractors](#) for pre-construction services consist of participating in regular design team meetings, site investigations, scheduling, develop methods for the upgrade work, cost estimating value engineering, and help the team with the Historic District Design Review drawings, design and preservation plan. It was expected that at about 90% construction documents the construction manager would develop a Guaranteed Maximum Price (GMP) for the project. Due to delays in the construction documents, a GMP for the entire project could not be calculated. It was discussed with the project team and the decision was made to break the GMP for construction into two phases (demolition & final construction) in order for the project to move forward and not be delayed any further.
- On August 17, 2017, City Council approved the First Addendum to the CMAR contract with New Star General Contractors for Phase 1 of construction. ([link](#) p.109)

Alternatives for City Council to Consider

Staff recommends that City Council approve the Second Addendum to the contract with New Star Construction for the final phase of construction of the Woodside Park Affordable Housing Phase 1 project. Council should consider the following alternatives:

1. **Recommended Alternative:** Approve Option #2 of the Second Addendum to the Construction Manager at Risk agreement with Newstar Construction for Woodside Park Phase 1.

Pros

- a. Allows the actual construction budget to fall more in line with the estimated budget proposed as part of the Housing Pipeline.
- b. The development of housing on the Fire Station parcel is the highest priority for development of affordable housing and the award of the contract will enable the team to move the project forward regardless of delays in construction drawings.
- c. The use of a CMAR agreement can help to produce a better project by having the General Contractor work with the Architectural firm to ensure that constructions documents are reviewed more thoroughly hence reducing the amount of change orders during the construction process.

Cons

- a. Project done with a CMAR tend to be slightly more expensive than using a low-bid construction delivery method.
2. **Second Alternative:** Approve Option #1 of the Second Addendum to the Construction Manager at Risk agreement with Newstar Construction for Woodside Park Phase 1.

Pros

- a. Includes the construction of the car port and the green roofs.
- b. The development of housing on the Fire Station parcel is the highest priority for development of affordable housing and the award of the contract will

enable the team to move the project forward regardless of delays in construction drawings.

- c. The use of a CMAR agreement reduces the amount of liability of the construction from PCMC to New Star General Contractors

Cons

- a. The budget for this option is 20% higher than what was estimated for this project.
- b. Project done with a CMAR tend to be slightly more expensive than using a low-bid construction delivery method.

3. **Null Alternative:** The City Council could choose not to approve the Second Addendum to the CMAR contract to New Star Construction for the Woodside Park Phase 1 project.

Pros

- a. Allows time to let market cool down and possible reduction in construction costs.

Cons

- a. Not awarding would likely delay the project;

Analysis

The current CMAR contract is for only for preconstruction and demolition phase of construction. The original estimated construction cost for this project was \$4 million dollars. After the bidding process was completed, and a new construction cost was calculated, the budget had risen just over 20% above the original estimates. Staff worked with New Star and Elliott Workgroup, the architect for the project, to provide possible changes to the project to reduce the overall cost of construction. The two options are listed below with additional details.

OPTION #1 – This addendum is for a GMP not to exceed \$4,923,910.55. This addendum includes the construction of Woodside Park Phase 1 as it was originally designed. This includes the car port located on the north end of the project as well as the green roofs on six of the units.

OPTION #2 – This addendum is for a GMP not to exceed \$4,347,802.96. This option would remove the car port and green roofs from the project and reduce the overall construction budget by over \$576,000 dollars.

Staff's recommendation is to approve Option #2 for the second addendum to the CMAR contract. The removal of the both the carport and the green roofs will bring the budget more in line with the original construction budget estimate and will not take away from the projects overall goals.

- The carports were added as convenient feature for the homeowners as only one of the units is designed to have a garage. The covered parking structure also provided a location to place the solar panels for the project. The removal of the

carport will allow for a savings of around \$300,000. The solar panels that were designed to be on the carports can be moved to the space where the green roofs were to be located.

- The flat green roofs were design elements that added modern flare to the buildings and contributed to moving the project closer to becoming net zero. Through discussions with the Environmental Sustainability Department, it was agreed upon that removing the green roofs would have little effect on the over carbon footprint of the project as they only provided additional insulation to the structures they covered. Additionally, through the City's experience with the green roof on the KPCW building, in this climate it can be difficult to establish and maintain a green roof.

Impact to current construction schedule

There is no difference in impact to the project timeline with Option #1 or Option #2. However, it is important at this time to reset expectations regarding completion of Woodside Park Phase 1. Conservatively, staff expects to conduct a lottery for these units in December 2018 with a projected move in date of spring 2019.

Department Review

This report has been reviewed by representatives of Sustainability, Legal, Budget and the City Manager's Office and their comments have been integrated into this report.

Funding Source

RDA Tax Increment Finance Bonds or Related Sales Revenue Bonds

Attachments

Exhibit A – Addendum #2 of CMAR with New Star General Contractors

**AMENDMENT NO. 2
TO THE CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER**

Pursuant to Paragraph 2.2 of the Construction Manager At Risk Agreement between Owner (Park City Municipal Corporation) and Construction Manager (New Star General Contractors), dated April 26, 2017, for construction of the Woodside Park Phase 1, the Owner and the Construction Manager establish a Guaranteed Maximum Price and Contract Time for the Work as set forth below:

**ARTICLE I
GUARANTEED MAXIMUM PRICE**

The Construction Manager's Guaranteed Maximum Price for the Work, including the estimated Cost of the Work as defined in Article 5 of the Agreement and the Construction Manager's Fee as defined in Article 4 of the Agreement, is four million three hundred forty seven thousand eight hundred two Dollars and ninety six cents (\$4,347,802.96).

Included in the Guaranteed Maximum Price is the Construction Manager's fee of one hundred and ninety thousand one hundred eighty dollars and fifty cents (\$190,100.96).

This Price is for the performance of the Work in accordance with the "Guaranteed Maximum Price Proposal" dated January 2nd, 2018, from New Star General Contractors, and incorporated herein by this reference (the "GMP").

**ARTICLE II
CONTRACT TIME**

The Construction Manager acknowledges that for the performance of the Work in accordance with the "Guaranteed Maximum Price Proposal" dated January 2, 2018, the Substantial Completion Date is December 1, 2018, and the Final Completion Date of January 1, 2019.

PARK CITY MUNICIPAL CORPORATION

Diane Foster, City Manager

ATTEST:

City Recorder's Office

APPROVED AS TO FORM:

City Attorney's Office

OWNER
ADDRESS

Signature

Printed name

Title

STATE OF UTAH)
) ss.
COUNTY OF _____)

On this ____ day of January, 2018, personally appeared before me
_____, whose identity is personally known to me/or proved to me
on the basis of satisfactory evidence and who by me duly sworn/affirmed, did say that he/she is
the _____ (*title or office*) of New Star General Contractors Corporation
by Authority of its Bylaws/Resolution of the Board of Directors, and acknowledged that he/she
signed it voluntarily for its stated purpose as _____ (*title*) for New Star
General Contractors, a Utah corporation.

EXHIBIT A – Construction Breakdown

NEW STAR GENERAL CONTRACTORS							
2610 West 2590 South S.L.C., Utah 84119 (801) 972-6227 / FAX 972-6002							
WOODSIDE PARK PHASE 1 CONSTRUCTION							
1354 & 1334 WOODSIDE/1364, 1343, & 1353 P.A.							
PARK CITY, UTAH 84060							
VALUE ENGINEERING STUDY		GROSS S.F.	18,001				
SPEC.	DESCRIPTION	Updated GMP	COST	V.E. -1/2/18	COST	DIFFERENCE	COST
DIVISION #	OF WORK	S.O.V.	SQ. FT.	S.O.V.	SQ. FT.	S.O.V.	SQ. FT.
01	GENERAL CONDITIONS	\$ 431,021.33	\$ 23.94	\$ 431,021.33	\$ 23.94	\$ -	\$ -
01	WEATHER ALLOWANCE	\$ 75,000.00	\$ 4.17	\$ 75,000.00	\$ 4.17	\$ -	\$ -
02	EXISTING CONDITIONS	\$ 88,341.00	\$ 4.91	\$ 88,341.00	\$ 4.91	\$ -	\$ -
03	CONCRETE	\$ 487,580.00	\$ 27.09	\$ 442,580.00	\$ 24.59	\$ (45,000.00)	\$ (2.50)
04	MASONRY	\$ 3,500.00	\$ 0.19	\$ 3,500.00	\$ 0.19	\$ -	\$ -
05	METALS	\$ 170,622.00	\$ 9.48	\$ 55,137.00	\$ 3.06	\$ (115,485.00)	\$ (6.42)
06	WOODS, PLASTICS, COMPOSITES	\$ 502,399.31	\$ 27.91	\$ 502,399.31	\$ 27.91	\$ -	\$ -
07	THERMAL & MOISTURE PROTECTION	\$ 559,129.25	\$ 31.06	\$ 481,492.25	\$ 26.75	\$ (77,637.00)	\$ (4.31)
08	OPENINGS	\$ 135,734.12	\$ 7.54	\$ 135,734.12	\$ 7.54	\$ -	\$ -
09	FINISHES	\$ 347,461.40	\$ 19.30	\$ 339,461.40	\$ 18.86	\$ (8,000.00)	\$ (0.44)
10	SPECIALTIES	\$ 108,485.76	\$ 6.03	\$ 108,485.76	\$ 6.03	\$ -	\$ -
11	EQUIPMENT	\$ 74,741.31	\$ 4.15	\$ 74,741.31	\$ 4.15	\$ -	\$ -
12	FURNISHINGS	\$ 54,101.50	\$ 3.01	\$ 54,101.50	\$ 3.01	\$ -	\$ -
13	SPECIAL CONSTRUCTION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14	CONVEYING EQUIPMENT	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
21	FIRE SUPPRESSION	\$ 43,708.00	\$ 2.43	\$ 43,708.00	\$ 2.43	\$ -	\$ -
22	PLUMBING	\$ 515,443.00	\$ 28.63	\$ 515,443.00	\$ 28.63	\$ -	\$ -
23	HVAC	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
25	INTEGRATED AUTOMATION	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26	ELECTRICAL	\$ 306,761.00	\$ 17.04	\$ 296,761.00	\$ 16.49	\$ (10,000.00)	\$ (0.56)
27	COMMUNICATIONS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	ELEC. SAFETY & SECURITY	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	EARTHWORK	\$ 301,718.00	\$ 16.76	\$ 284,118.00	\$ 15.78	\$ (17,600.00)	\$ (0.98)
32	EXTERIOR IMPROVEMENTS	\$ 70,090.80	\$ 3.89	\$ 70,090.80	\$ 3.89	\$ -	\$ -
33	UTILITIES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	OTHER	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
51	WORK ORDERS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SUB TOTAL		\$ 4,275,837.78	\$ 237.53	\$ 4,002,115.78	\$ 222.33	\$ (273,722.00)	\$ (15.21)
4.75%	FEE @	\$ 203,102.29	\$ 11.28	\$ 190,100.50	\$ 10.56	\$ (13,001.80)	\$ (0.72)
SUB TOTAL		\$ 4,478,940.07	\$ 248.82	\$ 4,192,216.28	\$ 232.89	\$ (286,723.80)	\$ (15.93)
CONTINGENCY		\$ 134,368.20	\$ 7.46	\$ 125,766.49	\$ 6.99	\$ (8,601.71)	\$ (0.48)
PAYMENT & PERFORMANCE BONDS		\$ 29,820.19	\$ 1.66	\$ 29,820.19	\$ 1.66	\$ 29,820.19	\$ 1.66
TOTAL		\$ 4,643,128.47	\$ 257.94	\$ 4,347,802.96	\$ 241.53	\$ (265,505.32)	\$ (14.75)



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Redevelopment Agency meetings in 2018.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. RDA 1-2018

**A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND
LOCATION FOR 2018 MEETINGS
AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE
REDEVELOPMENT AGENCY OF PARK CITY, UTAH**

BE IT RESOLVED by the Redevelopment Agency of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Redevelopment Agency shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Redevelopment Agency in 2018 is as follows:

January 4, 11, 23	May 3, 17, 31	September 13, 27
February 1, 15	June 7, 21, 28	October 11, 25
March 8, 15, 29	July 12, 19	November 8, 15, 29
April 5, 19	August 2, 16, 30	December 6, 20

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Redevelopment Agency of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Chairman Andy Beerman

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Municipal Building Authority meetings in 2018.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. MBA 1-2018

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2018 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE MUNICIPAL BUILDING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Municipal Building Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Municipal Building Authority shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

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April 5, 19	August 2, 16, 30	December 6, 20

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Municipal Building Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Chairman Andy Beerman

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Water Service District meetings in 2018.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. WSD 1-2018

**A RESOLUTION ESTABLISHING A REGULAR MEETING
DATE, TIME, AND LOCATION FOR 2018 MEETINGS
AND APPOINTING OFFICERS OF THE ADMINISTRATIVE CONTROL
BOARD OF THE PARK CITY WATER SERVICE DISTRICT**

BE IT RESOLVED by the Water Service District of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Water Service District shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. Board members may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Water Service District in 2018 is as follows:

January 4, 11, 23	May 3, 17, 31	September 13, 27
February 1, 15	June 7, 21, 28	October 11, 25
March 8, 15, 29	July 12, 19	November 8, 15, 29
April 5, 19	August 2, 16, 30	December 6, 20

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Administrative Control Board of the Park City Water Service District shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice- Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Chairman Andy Beerman

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney



DATE: January 4, 2018

TO HONORABLE MAYOR AND COUNCIL

Please consider for approval the list of meeting dates for regular Housing Authority meetings in 2018.

Respectfully:

Michelle Kellogg, City Recorder

Resolution No. HA 1-2018

A RESOLUTION ESTABLISHING A REGULAR MEETING DATE, TIME, AND LOCATION FOR 2018 MEETINGS AND APPOINTING OFFICERS OF THE BOARD OF DIRECTORS OF THE HOUSING AUTHORITY OF PARK CITY, UTAH

BE IT RESOLVED by the Housing Authority of Park City:

SECTION 1. REGULAR MEETING DATE. The regular meetings of the Housing Authority shall be held on Thursdays at 6:00 p.m. or immediately following the adjournment or preceding the convening of other meetings that may be scheduled at 6:00 p.m. Meetings shall be held at the Marsac Municipal Building, 445 Marsac Avenue, Park City, Utah, except when there is no pending business or the regular meeting date falls on a holiday.

SECTION 2. NOTICE OF PUBLIC MEETINGS. Notice shall be given, including the agenda, date, time, and place of the meeting. The agenda will be posted at the Marsac Municipal Building at least twenty-four (24) hours prior to each regular meeting, and delivered to the local news media. The agenda for special or emergency meetings shall be noticed in the best manner practicable. The Board of Directors may meet socially at an announced location after the meeting, but City business will not be conducted.

SECTION 3. WORK SESSIONS. Work sessions are open informational meetings, where new items are introduced or regular meeting agenda items are discussed for clarification prior to action. Typically, no formal action is scheduled or taken during a work session, but formal actions may be made to conduct the City's business, if it is deemed to be in the best interest of the public.

SECTION 4. CLOSED MEETINGS. Every meeting and work session is open to the public, unless closed pursuant to Sections 52-4-204 and 52-4-205 of the Utah Code. A closed meeting may be held if a quorum is present and upon the affirmative vote of two-thirds of the members of the public body present at an open meeting for which notice is given pursuant to Section 52-4-202. No closed meeting is allowed except for purposes expressly allowed under Section 52-4-205; provided no ordinance, resolution, rule, regulation, contract, or appointment shall be approved at a closed meeting. A record of closed meetings shall be created and maintained in accordance with Section 52-4-206 of the Utah Code, as amended.

SECTION 5. SPECIFIC MEETING DATES. The meeting schedule for the Housing Authority in 2018 is as follows:

January 4, 11, 23	May 3, 17, 31	September 13, 27
February 1, 15	June 7, 21, 28	October 11, 25
March 8, 15, 29	July 12, 19	November 8, 15, 29
April 5, 19	August 2, 16, 30	December 6, 20

SECTION 6. APPOINTMENT OF OFFICERS. The officers of the Board of Directors of the Housing Authority of Park City, Utah shall be as follows: The elected Mayor shall be the Chairman; the Mayor Pro Tempore shall be the Vice-Chairman; the Alternate Mayor Pro Tempore shall be the Alternate Vice-Chairman; the City Manager shall be the Executive Director; the City Recorder shall be the Secretary; and the Deputy City Recorder shall be the Deputy Secretary.

PASSED AND ADOPTED this 4th day of January, 2018.

PARK CITY MUNICIPAL CORPORATION

Chairman Andy Beerman

ATTEST:

Michelle Kellogg, Secretary

Approved as to form:

Mark Harrington, City Attorney